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No. 34]

NEW DELHI, SATURDAY, AUGUST 21, 1976/SRAVANA 30, 1898

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)

केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administrations of Union Territories)

विधि, न्याय और कम्पनी कार्य मंत्रालय

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(न्याय विभाग)

(Department of Justice)

नोटिस

NOTICE

नई दिल्ली, 4 अगस्त, 1976

New Delhi, the 4th August, 1976

का० आ० 3028 —नोटरीज नियम, 1956 के नियम 6 के अनुसरण से मध्य अधिکار द्वारा यह नोटिस दिया जाता है कि उक्त नियमों के नियम 8ए के अन्तर्गत, फर्म मैक्स फावर एण्ड क०, कलकत्ता के अध्वनी-एडवोकेट तथा एडवोकेट, श्री अमर चन्द दत्त ने नोटरी के रूप में उनके वकालत के क्षेत्र का विस्तार सम्पूर्ण भारत तक करने के लिये उपर्युक्त अधिकारी को आवेदन पेश किया है।

S.O 3028.- Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules 1956, that application has been made to the said Authority under rule 8A of the said Rules, by Shri Amar Chand Dutt, Attorney-at-law & Advocate of the firm of M/s Fowler & Co, Calcutta for the extension of his area of practice as a Notary to cover the whole of India

2 नोटरी के रूप में उक्त व्यक्ति के वकालत के क्षेत्र का विस्तार किये जाने के द्वारे में यदि कोई आपत्ति हो ता वह, हम नोटिस के प्रकाशन की तारीख से पन्द्रह दिन के अन्दर, लिखित रूप में मुझे प्रस्तुत की जाए।

2 Any objection to the extension of the area of practice of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice

[स० एफ० 22/25/76-न्याय]

[No F 22/25/76-Jus]

नोटिस

नई दिल्ली, 5 अगस्त, 1976

NOTICE

New Delhi, the 5th August, 1976

का० आ० 3029.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में मक्षम अधिकारी द्वारा यह नोटिस दिया जाता है कि उक्त नियमों के नियम 8ए के अन्तर्गत श्री परमेश चन्द्र राय चौधरी, एडवोकेट, निवासी 6/सी, पार्वती चक्रवर्ती लेन, कलकत्ता-26 ने नोटरी रूप में उनके वकालत के क्षेत्र का विस्तार पश्चिम बंगाल, बिहार, उड़ीसा, तथा असम राज्यों तक किए जाने के लिए उपर्युक्त अधिकारियों की अपना आवेदन पेश किया है।

2 नोटरी के रूप में उक्त व्यक्ति के वकालत के क्षेत्र का विस्तार किए जाने के बारे में यदि कोई आपत्ति हो तो वह इस नोटिस के प्रकाशन की तारीख से चौदह दिन के अन्दर, लिखित रूप में मुझे प्रस्तुत की जाएगी।

[स० एफ 22/37/75-न्याय]

आर० वासुदेवन, मक्षम अधिकारी

[No. F. 22/37/75-Jus.]

R. VASUDEVAN, Competent Authority

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

नई दिल्ली, 4 अगस्त, 1976

बीमा

का०आ० 3030.—समूची जहाजों की युद्ध जोखिम बीमा योजना के पैरा 9 के अनुसरण में, केन्द्रीय सरकार इस अधिसूचना के द्वारा 31 मार्च, 1974 का समाप्त होने वाले वर्ष के दौरान युद्ध जोखिम (समूची जहाज) पुनर्बीमा निधि में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा निम्न प्रकार प्रकाशित करती है, अर्थात् :—

31 मार्च, 1974 को समाप्त होने वाले वर्ष के दौरान 'युद्ध जोखिम (समूची जहाज) पुनर्बीमा निधि' में प्राप्त तथा उसमें से निकाली गयी

रकमों का लेखा

प्राप्तियां				व्यय	
	रकम	मार्च, 1974 के अन्त तक जमा की रकम		रकम	मार्च, 1974 के अन्त तक व्यय की स्थिति
1	2	3	4	5	6
	रु०	रु०		रु०	रु०
1 बीमा प्रीमियम	* 79,04,698.71	* 5,79,25,936.47	1 (समूची जहाज) बीमा योजना में नियोजित एजेंटों के प्रशासनिक खर्च।	* शून्य	† 1,16,328.28
2 युद्ध जोखिम (समूची जहाज) पुनर्बीमा योजना के पैरा 8(iii) के अन्तर्गत भारत की समेकित निधि में अभ्रिम	..	..	2 पैरा 8(ii) के अन्तर्गत युद्ध जोखिम (समूची जहाज) पुनर्बीमा योजना के अधीन देनदारियों की अवधायी।	..	† 2,25,000.00
			3 पैरा 8(iii) के अन्तर्गत पेजिंगों की वापसी		
			4 विधि व्यय	3,000	† 18,000.00
			5 प्रीमियम की वापसी		..
			6 पैरा 8 (iv) के अनुसार रकमों का निपटान		
	79,04,698.71	5,79,25,936.47		3,000	3,59,328.28

* वर्ष 1973-74 के लिए 76,15,828.48 रुपए की शर्तों पर राशि का हिमाय वर्ष 1975-76 में शामिल किया जाएगा। 1974-75 के दौरान बीमा प्रीमियम की रकम अगस्त 1974 तक के लिए 11-11-74 के अध्यादेश 55(2)-द्वारा 1974-75 के लिए 1,18,01,351.00 रुपए है कि 79,04,698.71 रुपए और 1973-74 के लिए 68,96,655.29 रुपए के अन्तर को वर्ष 1976-77 में हिमाय में लिया जाएगा।

** 27.3.76 से 30 अप्रैल के बीच का हिमाय त्रिमे महालेखापाल केन्द्रीय राजस्व ने समायोजित नहीं किया है उसे 1976-77 के लेखा में दिखाया जाएगा। यह राशि वित्त मंत्रालय (राजस्व और बीमा विभाग) द्वारा महालेखापाल केन्द्रीय, बम्बई के नाम 12-3-1974 के पत्र संख्या 52(3)-द्वारा 1973 के अनुसार स्वीकार की गई थी।

† 11-3-1974 का समाप्त हुए वर्ष के प्रोफार्मा एकाउंट में (देखिए फूट नोट (a)), यह प्रदर्शित किया गया था कि देनदारियों की अवधायी से संबंधित 2,25,000 रुपए की राशि 3,41,328.28 रुपए की राशि में सम्मिलित है और यह 1973-74 के लेखा में मरी शीर्षों के अन्तर्गत अन्तर्गत कर दी जाएगी। तदनुसार आवश्यक समोधन कर दिया गया है।

† 1972-73 के प्रोफार्मा एकाउंट में, विविध व्यय (क्रमिक) 15,000 रुपए दिखाया गया है। इसलिए प्रोफार्मा एकाउंट में इस शीर्षक के अन्तर्गत 1973-74 के लिए क्रमिक व्यय 18,000 रुपए होना चाहिए ता कि 21,000 रुपए जैसा कि महालेखापाल केन्द्रीय राजस्व ने दिखाया है।

[फा० स० 52(7)-द्वारा 1975]

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 4th August, 1976.

INSURANCE

S.O. 3030. In pursuance of paragraph 9 of the Scheme of the War Risks Insurance of Marine Hulls, the Central Government hereby publishes, as follows, an account of the sums received into and paid out of War Risks (Marine Hulls) Re-insurance Fund during the year ending with the 31st March, 1974, namely :—

Account of the sums received into and paid out of the 'War Risks (Marine Hulls) Re-insurance Fund' during the year ending with 31st March, 1974.

R E C E I P T S			E X P E N D I T U R E		
	Amount	Progress of Receipts upto the end of March, 1974		Amount	Progress of expenditure upto the end of March, 1974
1	2	3	4	5	6
	Rs.	Rs.		Rs.	Rs.
1. Insurance Premium	*79,04,698 71	*5,79,25,936 47	1. Administrative expenses of the Agents employed for War Risks (Marine Hulls) Insurance Scheme	Nil**	†1,16,328 28
2. Advance from the Consolidated Fund of India Under Section 8(iii) of the War Risks (Marine Hulls) Re-Insurance Scheme.			2. Payment of liabilities under war Risks (Marine Hulls) Reinsurance Scheme under 8(ii)	-	‡2,25,000 00
			3. Repayment of advances made under Para 8(iii)		-
			4. Miscellaneous Expenditure.	3,000	‡18,000.00
			5. Refund of Premium	-	-
			6. Sums disposed of in accordance with Para 8(iv).	-	-
	79,04,698 71	5,79,25,936 47		3,000	3,59,328.28

* The balance of Rs. 76,15,828.48 for the year 1972-73 will be accounted for in the year 1975-76. The insurance premium during the year 1974-75 is not Rs. 79,04,698.71 but 1,48,01,354.00 *vide* D.O. letter No. 55(2)-Ins.I/74 dated 14-11-74 from the undersigned to Shri G.K. Saxena and the difference of Rs. 68,96,655.29 for the year 1973-74 will be accounted for in the year 1976-77.

** The expenditure of Rs. 27,376.80 which has not been adjusted by AGCR will be accounted for in the accounts for the year 1976-77. The amount was sanctioned *vide* Ministry of Finance (Department of Revenue and Insurance) letter No. 52(3)-Ins.I/73 dated 12-3-1974 to A.G. Central, Bombay.

† In the Proforma accounts for the period ended 31-3-1973 (see foot note marked (ii)), it was indicated that a sum of Rs. 2,25,000 pertaining to payment of liabilities is included in the sum of Rs. 3,41,328 28 and will be transferred to the correct head in the accounts for 1973-74. Necessary correction has been made accordingly.

‡ In the Proforma Account for the year 1972-73, the Miscellaneous expenditure (progressive) has been shown as Rs. 15,000. Therefore the Progressive expenditure against this head in the Proforma Accounts for the 1973-74 should be Rs. 18,000 and not Rs. 21,000 as shown by the A.G.C.R.

[F No. 52(7)-Ins.I/7]

का० जा० 3031.--समुद्री जहाजों की युद्ध जाखिम बीमा योजना के पैरा 9 के अनुसरण में, केन्द्रीय सरकार इस अधिसूचना के द्वारा 31 मार्च 1975 को समाप्त होने वाले वर्ष के दौरान युद्ध जाखिम (समुद्री जहाज) पुनर्बीमा निधि में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा निम्न प्रकार प्रकाशित करती है, अर्थात् --

31 मार्च, 1975 को समाप्त होने वाले वर्ष के दौरान युद्ध जाखिम (समुद्री जहाज) पुनर्बीमा निधि में प्राप्त तथा उसमें से निकाली गयी रकमों का लेखा

प्राप्तियाँ			व्यय		
	रकम	मार्च, 1975 के अन्त तक जमा की स्थिति		रकम	मार्च, 1975 के अन्त तक व्यय की स्थिति
1	2	3	4	5	6
	रु०	रु०		रु०	रु०
1 बीमा प्रीमियम	₹2,10,85,976 81	*8,20,11,913 31	1 (समुद्री जहाज) बीमा योजना में नियोजित एजेंटों के प्रणामनिक खर्च	**शून्य	1,16,328.28

1	2	3	4	5	6
2 युद्ध जोखिम (समुद्री जहाज) पुनर्बीमा योजना के पैरा 8(iii) के अन्तर्गत भारत की समेकित निधि से अग्रिम	..	..	2 पैरा 8(iii) के अन्तर्गत युद्ध जोखिम (समुद्री जहाज) पुनर्बीमा योजना के अग्रिम देनदारियों की अदायगी।		2,25,000 00
			3 पैरा 8(iii) के अन्तर्गत पेणलियों की वापसी		
			4 विविध व्यय	3,000	† 21,000 00
			5 प्रीमियम की वापसी	..	..
			6 पैरा 8(iv) के अनुसार रकमों का निपटान	..	..
	2,40,85,976 84	8,20,11,913 31		3,000	3,62,328 28

* वर्ष 1972-73 के लिए 76,15,828 48 रुपए की बकाया राशि का हिसाब वर्ष 1975-76 में शामिल किया जाएगा और वर्ष 1973-74 के 68,96,655 29 रुपए के अन्तर को वर्ष 1976-77 में शामिल किया जाएगा।

** 37,003 रुपए के व्यय का हिसाब जिसे महालेखापाल केन्द्रीय राजस्व ने समायोजित नहीं किया है 1976-77 के लेखा से दिखाया जाएगा। यह राशि वित्त मन्त्रालय (राजस्व और बीमा विभाग) द्वारा महालेखापाल केन्द्रीय बम्बई के नाम 4-3-1975 के पत्र संख्या 12(1)-इश्वरीय 1/75 के अनुसार स्वीकार की गई थी।

† 1973-74 के प्रीफार्मा एकाउंट में, विविध व्यय (रुमरू) 18,000 रुपए है। इसलिए 1974-75 तक क्रमिक व्यय 21,000 रुपए होना चाहिए ताकि 18,000 रुपए जैसा कि महालेखापाल केन्द्रीय राजस्व ने दिखाया है।

‡ वित्त मन्त्रालय (राजस्व और बीमा विभाग) के 9-9-75 के पत्र संख्या 52(2)-इश्वरीय 1/75 के अनुसार 1974-75 के लिए राशि (9-4-75 को जमा की गई 7,111 11 रुपए की राशि को निकालने के बाद) 2,40,85,941 71 रुपए है। 25 10 रुपए की जरूरत से अन्तर को तजर अदाज कर दिया गया है।

[फा० सं० 52(7)-इश्वरीय-1/75]

अर० के० महाजन, निदेशक

S.O. 3031.—In pursuance of paragraph 9 of the Scheme of the War Risks Insurance of Marine Hulls, the Central Government hereby publishes, as follows, an account of the sums received into and paid out of the War Risks (Marine Hulls) Re-insurance Fund during the year ending with the 31st March, 1975, namely:—

Account of the sums received into and paid out of the 'War Risks (Marine Hulls) Re-insurance Fund' during the year ending with 31st March, 1975

RECEIPTS			EXPENDITURE		
	Amount	Progress of receipts upto the end of March, 1975		Amount	Progress of expenditure upto the end of March, 1975.
1	2	3	4	5	6
1. Insurance Premium	₹2,40,85,976 84	*8,20,11,913 31	1. Administrative Expenses of the agents employed for War Risks (Marine Hulls) Insurance Scheme.	**Nil	1,16,328.28
2. Advance from the Consolidated Fund of India under paragraph 8(iii) of the War Risks (Marine Hulls) Re-insurance Scheme.			2. Payment of Liabilities under War Risks (Marine Hulls) Re-insurance under para 8(ii).	---	2,25,000 00
			3. Repayment of Advances made under para 8(iii)	---	---
			4. Miscellaneous Expenditure.	3,000	† 21,000.00
			5. Refund of Premium	---	---
			6. Sums disposed of in accordance with para 8(iv).	---	---
	2,40,85,976 84	8,20,11,913 31		3,000	3,62,328.28

* The balance of Rs. 76,15,828.48 for the year 1972-73 will be accounted for in the year 1975-76 and the difference of Rs. 68,96,655.29 for the year 1973-74 will be accounted for in the year 1976-77.

** The expenditure of Rs. 37,003 which has not been adjusted by AGCR will be accounted for in the accounts for the year 1976-77. The amount was sanctioned vide Ministry of Finance (Department of Revenue and Insurance) letter No. 52(1) Ins.1/75 dated 4-3-1975 to A.G. Central, Bombay.

† In the Proforma Account for the year 1973-74, the Miscellaneous expenditure (Progressive) is Rs. 18,000. Therefore progressive expenditure for 1974-75 should be Rs. 21,000 and not Rs. 18,000 as shown by the A.G.C.R.

‡ The amount for the year 1974-75 is Rs. 2,40,85,941 74 (after deleting Rs. 7,111.11 deposited on 9-4-1975) vide Ministry of Finance (Department of Revenue and Insurance) letter No. 52(2)-Ins.1/75 dated 9-9-1975. The minor difference of Rs. 25 10 has been ignored.

[I. No. 52(27)-Ins.1/75]

R. K. MAHAJAN, Director

(राजस्व और बैंकिंग विभाग)

नई दिल्ली, 9 जून, 1976

आय-कर

का०आ० 3032.—सर्व साधारण की जानकारी के लिए यह अधि-सूचित किया जाता है कि निम्नलिखित मस्था को, विहित प्राधिकारी गन्निध विज्ञान और प्रौद्योगिकी विभाग नई दिल्ली द्वारा, आय कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (II) के प्रयोजनार्थ निम्नलिखित शर्तों के अधीन रहते हुए अनुमोदित किया गया है—

(i) रजिस्टर रजिस्टर आफ शिपिंग प्राकृतिक और अनुप्रयुक्त विज्ञान, कृषि, पशुपालन, मत्स्य-पालन और औषध से भिन्न क्षेत्र में वैज्ञानिक अनुसंधान करने के लिए उसके द्वारा प्राप्त राशि का पूरक लेखा रहेगा।

(ii) आई० आर० एन० अपने वैज्ञानिक अनुसंधान कार्यों की विवरणियाँ प्रत्येक वित्तीय वर्ष के लिए विहित प्राधिकारी को प्रतिवर्ष 30 अप्रैल तक ऐसे प्रस्वो में प्रस्तुत करेगा जो उसके प्रयोजनार्थ अधिकृत किए जाएं और उसे समुचित किए जाएं।

संस्था

इण्डियन रजिस्टर आफ शिपिंग, मम्बई
यह अधिसूचना 1 अप्रैल 1976 से तीन वर्ष की अवधि के लिए प्रभावी होगी।

[स० 1350/का०सं० 203/65/76-आ०क०प्र०-II]

टी०पी० ज़ुनझुनवाला, उप सचिव

(Department of Revenue & Banking)

New Delhi, the 9th June, 1976

INCOME-TAX

S.O.3032.—It is hereby notified for general information that the institution mentioned below has been approved by Secretary, Department of Science & Technology, New Delhi the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, subject to the following conditions—

- The Indian Register of Shipping shall maintain a separate account of the sums received by them for undertaking Scientific Research in the area of natural and applied sciences other than agriculture/Animal husbandry/fisheries and medicines.
- The I.R.S. will furnish the Annual Returns of their scientific research activities to the prescribed authority for every financial year in such forms as may be laid down and intimated to them for this purpose, by 30th April, each year.

INSTITUTION

Indian Register of Shipping, Bombay

This notification is effective for a period of three years from 1st April, 1976.

[No 1350/F No. 203/65/76-ITA.II]
T. P. JHUNJHUNWALA, Dy. Secy.

(बैंकिंग पक्ष)

नई दिल्ली, 5 अगस्त, 1976

का०आ० 3033.—क्षेत्रीय ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार श्री कुरूप सागर कुंडे को रायल सोमा ग्रामीण बैंक का अध्यक्ष नियुक्त करती है तथा अगस्त, 6, 1976 से आरम्भ होकर 31 जनवरी, 1977 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसमें श्री कुरूप सागर कुंडे अध्यक्ष के रूप में कार्य करेंगे।

[स० एफ० 1-83/76-ए०सी०4]

सी० आर० बिस्वास, उपा सचिव

(Banking Wing)

New Delhi, the 5th August, 1976

S.O.3033.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Krupasagar Kunde as the Chairman of the Rayalaseema Gramseena Bank, Cuddapah and specifies the period commencing on the 6th August, 1976 and ending with the 31st January, 1977 as the period for which the said Shri Krupasagar Kunde shall hold office as such Chairman.

[No. F. 4-83/76-AC(IV)]

C. R. BISWAS, Dy. Secy.

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3034.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा, भारतीय रिजर्व बैंक की निष्कारिता पर घोषणा करती है कि—(क) उक्त अधिनियम की धारा 10 की उपधारा (1) के खंड (ग) के उपखंड (1) और (2) के उपबन्ध 31 अगस्त, 1976 तक यूनाइटेड बैंक आफ इंडिया पर उस सीमा तक लागू नहीं होंगे जहां तक कि वे उसके अध्यक्ष और प्रबंध निदेशक श्री एम० सेन गर्मा के भारतीय औद्योगिक ऋण और निवेश निगम लिमिटेड का निदेशक होने का इसलिए प्रतिरोध करते हैं कि यह निगम कम्पनी अधिनियम, 1956 (1956 का) 1 के अन्तर्गत एक रजिस्टर्ड कम्पनी है; और

(ख) उक्त अधिनियम की धारा 19 की उपधारा (3) के उपबन्ध 31 अगस्त, 1976 तक उक्त बैंक पर उस सीमा तक लागू नहीं होंगे जहां तक उक्त उपबन्ध उक्त बैंक द्वारा भारतीय औद्योगिक और निवेश निगम लिमिटेड की शेरधारिता का प्रतिरोध करते हैं।

[स० 15(27)-बी०प्रो०III/76]

मे० भा० उमगावकर, अवर सचिव

New Delhi, the 6th August, 1976

S.O.3034.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares—(a) that the provisions of sub-clauses (i) and (ii) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to United Bank of

India, Calcutta, till the 31st August, 1976, in so far as the said provisions prohibit Shri M. Sen Sharma, its Chairman and Managing Director, from being a director of the Industrial Credit Investment Corporation of India Ltd., being a company registered under the Companies Act, 1956 (1 of 1956) : and

(b) that the provisions of sub-section (3) of section 19 of the said Act shall not apply till the 31st August, 1976 of the above mentioned bank in so far as the said provisions prohibit the said bank from holding shares in the Industrial Credit and Investment Corporation of India Ltd.

[No. 15(27)-B.O.III/76]

M. B. USGAONKAR, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 14 मई, 1976

आय-कर

कां०आ० 3035.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए तथा इस संबंध में सभी पूर्वतन अधिसूचनाओं को अधिकांत करते हुए, निदेश करता है कि नीचे की सारणी के स्तम्भ (2) में विनिर्दिष्ट रेंजों के गहायक आय-कर आयुक्त (अपील), उसके स्तम्भ (3) में की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आय-कर सर्किलों, वार्डों और जिलों में आय-कर या अधि-कर के लिए निर्धारित सभी व्यक्तियों और आय की बाबत अपने कृत्यों का पालन करेंगे :—

अनुसूची

क्रम सं०	रेंज	आय-कर सर्किल, वार्ड और जिले
1	2	3
1. रेंज-I, आगरा	(i) आगरा सर्किल (ii) सर्किल-I, आगरा (iii) मथुरा सर्किल (iv) फिरोजाबाद सर्किल (v) इटावा सर्किल (vi) सम्पदा शुल्क सर्किल, आगरा (vii) विशेष सर्वेक्षण सर्किल, आगरा	
2. रेंज-II, आगरा	(i) सर्किल-II, आगरा (ii) मैनपुरी सर्किल (iii) एटा सर्किल	
3. विशेष रेंज, कानपुर	(i) विशेष सर्किल, कानपुर (ii) कम्पनी सर्किल, कानपुर (iii) केन्द्रीय सर्किल, कानपुर (iv) वेतन सर्किल, कानपुर (v) सर्किल-III, कानपुर (vi) सर्वेक्षण वार्ड	
4. रेंज-II, कानपुर	(i) सर्किल-I, कानपुर (ii) फतेहगढ़ सर्किल (iii) झांसी सर्किल (iv) बन्दा सर्किल (v) उन्नाव सर्किल (vi) फतेहपुर सर्किल (vii) सम्पदा शुल्क सर्किल, कानपुर	

1	2	3
5. रेंज-II, कानपुर	(i) सर्किल-II, कानपुर (ii) विशेष अन्वेषण सर्किल, कानपुर	

जहाँ कोई आयकर सर्किल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज को अन्तर्गत हो जाता है, वहाँ उस आयकर सर्किल वार्ड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेंज के, जिससे वह आयकर सर्किल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है, गहायक आयकर आयुक्त (अपील) के समक्ष इस अधिसूचनाओं की तारीख के ठीक पूर्व लम्बित अपीलें, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के जिम्मेदार उन सर्किल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है गहायक आयकर आयुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी। यह अधिसूचना 15-5-1976 से प्रभावी होगी।

[सं० 1317/का० सं० 261/8/26-आई०टी०जे०]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 14th May, 1976

INCOME-TAX

S.O.3035.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income tax, Act, 1961 (43 of 1961) and all other powers enabling it in that behalf and in supersession of all previous Notification in this regard the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income tax of the Ranges specified in Column (2) of the Schedule below shall perform their functions in respect of all persons and income assessed to Income tax or Super-tax (in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column (3) thereof:—

SCHEDULE

Sl. No.	Range	Income-tax Circles, Wards and Districts
1	2	3
1. Range-I, Agra	(i) Agra Circle. (ii) Circle-I, Agra. (iii) Mathura Circle. (iv) Firozabad Circle. (v) Etawah Circle. (vi) Estate Duty Circle, Agra. (vii) Spl. Survey Circle, Agra.	
2. Range-II, Agra	(i) Circle-II, Agra. (ii) Mainpuri Circle. (iii) Etah Circle.	
3. Special Range, Kanpur.	(i) Special Circle, Kanpur. (ii) Companies Circle, Kanpur. (iii) Central Circle, Kanpur. (iv) Salary Circle, Kanpur. (v) Circle, III, Kanpur. (iv) Survey Ward.	
4. Range-I, Kanpur.	(i) Circle-I, Kanpur. (ii) Fatehgarh Circle. (iii) Jhansi Circle. (iv) Banda Circle. (v) Unnao Circle. (vi) Fatehpur Circle. (vii) Estate Duty Circle, Kanpur.	
5. Range-II, Kanpur.	(i) Circle-II, Kanpur, (ii) Special Investigation Circle, Kanpur.	

Where an Income-tax Circle, Ward, or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Asstt. Commissioner of Income-tax, the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15-5-76.

[No. 1317 (F.No. 261/8,76-ITJ)]

क्र०आ० 3036.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आयकर अधिनियम, 1961 (1961 का 13) का धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और उस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, तथा अधिसूचना सं० 1008 (फा० सं० 261/1/75-आई०टी०जे०) तारीख 1-8-75, सं० 1190 (फा० सं० 261/1/75-आई०टी०जे०) तारीख 1-1-1976 और सं० 1279 (फा० सं० 261/4/76-आई०टी०जे०) तारीख 1-4-1976 द्वारा यथा उपांतरित अधिसूचना सं० 751 (फा० सं० 261/12/74-आई०टी०जे०) तारीख 31-10-1974 का आंशिक उपांतरण करते हुए निदेश करता है कि अबत अधिसूचना की अनुसूची में क्रम सं० 7 और 8 पर की प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएगी :—

अनुसूची

क्रम सं०	रेज	आयकर मकिल, वार्ड और जिले
1	2	3
7. रेंज-I, मेरठ		1. मकिल-I, मेरठ 2. क-वार्ड, मेरठ 3. क-वार्ड, मकिल-I, मेरठ 4. ख-वार्ड, मेरठ 5. ख-वार्ड, मकिल-I, मेरठ 6. ड-अवार्ड, मेरठ 7. ड-वार्ड, मकिल-I, मेरठ 8. ज-वार्ड, मेरठ 9. ज-वार्ड, मकिल-I, मेरठ 10. डा-वार्ड, मेरठ 11. डा-वार्ड, मकिल-I, मेरठ 12. विशेष वार्ड, मकिल-I, मेरठ 13. अतिरिक्त क-वार्ड, मेरठ 14. अतिरिक्त क-वार्ड, मकिल-I, मेरठ 15. हापुड़ मकिल, हापुड़ 16. गाजियाबाद मकिल, गाजियाबाद 17. क-वार्ड, मुजफ्फरनगर
8. रेज-II, मेरठ		1. मकिल-II, मेरठ 2. ख-वार्ड, मकिल-II, मेरठ 3. ख-वार्ड, मेरठ 4. ग-वार्ड, मेरठ 5. ग-वार्ड, मकिल-II, मेरठ 6. ब-वार्ड, मेरठ 7. ब-वार्ड, मकिल-II, मेरठ 8. अतिरिक्त ग-वार्ड, मेरठ 9. छ-वार्ड, मेरठ 10. छ-वार्ड, मकिल-II, मेरठ 11. विशेष सर्वेक्षण मकिल, मेरठ

1	2	3
		12. परियोजना मकिल, मेरठ 13. ट-वार्ड, मकिल-II, मेरठ 14. वेतन मकिल, मेरठ 15. अर्लीगढ़ मकिल, अर्लीगढ़ 16. हाथरस मकिल, हाथरस 17. मुजफ्फरनगर में शास्त्री मकिल 18. च-वार्ड, मुजफ्फरनगर को छोड़कर मुजफ्फरनगर मकिल-I

जहाँ कोई आयकर मकिल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेज से किसी अन्य रेज को अन्तर्गत हो जाता है, वहाँ उस आयकर मकिल, वार्ड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेज के, जिससे वह आयकर मकिल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है, सहायक आयकर आयुक्त (अपील) के समक्ष इस अधिसूचना की तारीख के ठीक पूर्व लक्षित अपीलें, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेज के, जिसको उक्त मकिल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है सहायक आयकर आयुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

यह अधिसूचना 15-5-1976 से प्रभावी होगी।

[सं० 1318 (फा० सं० 261/4/76-आई०टी०जे०)]

S.O. 3036.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of Notification No. 754 (F. No. 261/12/74-ITJ), dated 31-10-1974 as modified by notification No. 1008 (F. No. 261/1/75-ITJ) dated 1-8-75, No. 1190 (F. No. 261/1/75-ITJ), dated 1-1-1976 and No. 1279 (F. No. 261/4/76-ITJ) dated 1-4-1976, the Central Board of Direct Taxes hereby direct that the entries at Serial Nos. 7 & 8 in the Schedule to the said Notification shall be substituted by the following entries :—

SCHEDULE

S. No.	Range	Income-tax Circles, Wards & Districts
1	2	3
7.	Range-I, Meerut.	1. Circle-I, Meerut. 2. A-Ward, Meerut. 3. A-Ward, Circle-I, Meerut. 4. D-Ward, Meerut. 5. D-Ward, Circle-I, Meerut. 6. E-Ward, Meerut. 7. E-Ward, Circle-I, Meerut. 8. H-Ward, Meerut. 9. H-Ward, Circle-I, Meerut. 10. J-Ward, Meerut. 11. J-Ward, Circle-I, Meerut. 12. Special Ward, Circle-I, Meerut. 13. Additional A-Ward, Meerut. 14. Additional A-Ward, Circle-I, Meerut. 15. Hapur Circle, Hapur. 16. Ghaziabad Circle, Ghaziabad. 17. A-Ward, Muzaffarnagar.
8.	Range-II, Meerut.	1. Circle-II, Meerut. 2. B-Ward, Circle-II, Meerut. 3. B-Ward, Meerut.

1	2	3
		4. C-Ward, Meerut.
		5. C-Ward, Circle-II, Meerut.
		6. F-Ward, Meerut.
		7. F-Ward, Circle-II, Meerut.
		8. Addl. G-Ward Meerut.
		9. G-Ward, Meerut.
		10. G-Ward, Circle-II, Meerut.
		11. Special Survey Circle, Meerut.
		12. Project Circle, Meerut.
		13. K-Ward, Circle-II, Meerut.
		14. Salary Circle, Meerut.
		15. Aligarh Circle, Aligarh.
		16. Hathras Circle, Hathras.
		17. Shamli Circle at Mazaffarnagar.
		18. Muzaffarnagar Circle excluding A-Ward, Muzaffarnagar.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in the Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of Income-tax Range from whom that Income-tax Circle, Ward or District or part thereof is transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom that said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15-5-76.

[No. 1318 (F. No. 261/4/76-ITJ)]

नई दिल्ली, 18 मई, 1976

कां०अ० 3037.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को अधिभूत करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निवेश करता है कि नीचे की अनुसूची के स्तम्भ 2 में विनिर्दिष्ट रेंजों के हायकर आयकर आयुक्त (अपील) उनके स्तम्भ 3 में की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर सफिल, वार्ड और जिलों में आयकर या अधिकार से निर्धारित सभी व्यक्तियों और आयों के बारे में अपने कृत्यों का पालन करेंगे:—

अनुसूची

क्रम सं०	रेंज	आयकर सफिल, वार्ड और जिले
1	2	3
1. कटक रेंज		(i) कटक सफिल के वार्ड-क और अतिरिक्त वार्ड-क को छोड़ कर कटक सफिल (ii) विशेष सर्वेक्षण सफिल, कटक (iii) केन्द्रीय सफिल, कटक
2. बर्हामपुर रेंज		(i) बर्हामपुर सफिल (ii) पुरी सफिल (iii) भुवनेश्वर सफिल (iv) विशेष सर्वेक्षण सफिल, भुवनेश्वर

1	2	3
		(v) आयकर सफिल वार्ड-क और अतिरिक्त वार्ड-क
		(vi) अन्तरा क्षेत्रीय सफिल
3. मधुपुर रेंज		(i) मधुपुर सफिल (ii) मंगल सफिल (iii) उदकेना सफिल (iv) पालास सफिल (v) सितास सफिल (vi) गोसुर सफिल (vii) धननल सफिल (viii) धननली सफिल (ix) भवानीपटना सफिल (x) जेपूर सफिल

जहां कोई आय कर सफिल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज में किसी अन्य रेंज को अन्तर्गत हो जाता है, वहां उस आयकर सफिल, वार्ड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली प्रारंभिक आय रेंज के, जिससे वह आयकर सफिल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है, सहायक आयकर आयुक्त (अपील) के मध्य इस अधिसूचना की तारीख के ठीक पूर्व लक्षित अपील, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के, जिसको उन सफिल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है सहायक आयकर आयुक्त (अपील) को अन्तर्गत हो जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

यह अधिसूचना 20-5-1976 से प्रभावी होगी।

[सं० 1327 (फा० सं० 261/9/76-आई०टे०जे०)]

New Delhi, the 18th May, 1976

S.O. 3037.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous Notifications in this regard the Central Board of Direct Taxes hereby direct that the Appellate Assistant Commissioners of Income-tax of the Range specified in Column 2 of the Schedule below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Super-tax in the Income-tax Circles, Wards or Districts specified in the corresponding entry in column 3 thereof:—

SCHEDULE

S. No.	Range	Income-tax Circle/Wards or Districts
1	2	3
1. Cuttack Range.		(i) Cuttack Circle excluding Ward-A and Addl. Ward-A of Cuttack Circle. (ii) Special Survey Circle, Cuttack. (iii) Central Circle, Cuttack.
2. Berhampur Range.		(i) Berhampur Circle. (ii) Puri Circle. (iii) Bhubaneswar Circle. (iv) Special Survey Circle, Bhubaneswar. (v) Ward-A, & Addl. Ward-A of T. Circle, Cuttack. (vi) E.D. Circle, Cuttack.

1	2	3
3. Sambalpur Range	(i) Sambalpur Circle. (ii) Jharsuguda Circle. (iii) Rourkela Circle. (iv) Balasore Circle. (v) Baripada Circle. (vi) Keonjhar Circle. (vii) Bhenkanal Circle. (viii) Bolangir Circle. (ix) Bhatnaniapatna Circle. (x) Jeypore Circle.	

Whereas an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date of this Notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 20-5-76.

EXPLANATORY NOTE:—This amendment has become necessary due to re-organisation of work amongst the Appellate Assistant Commissioners of Income-tax.

[No. 1327 (F. No.261/9/76-ITJ)]

नई दिल्ली, 28 मई, 1976

आ.आ. 3038.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को प्राथिक उपांतरण करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निदेश देता है कि नीचे की अनुसूची के स्तम्भ 2 में विनिर्दिष्ट रेंजों के सहायक आयकर आयुक्त (अपील) उसके स्तम्भ 3 में की तत्सम्बन्धी प्रविष्टि में विनिर्दिष्ट आयकर सर्किलों, वार्डों और जिलों में आयकर या अधिकार से निर्धारित सभी व्यक्तियों और प्रायों के बारे में अपने कृत्यों का पालन करेंगे।

अनुसूची

क्रम सं०	रेंज	आयकर, सर्किल/वार्ड और जिले
1	2	3
1. 'ड' रेंज, नई दिल्ली	(i) जिला VI (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (10) (प्रतिरिक्त), (11), (12), (13), (14), और (15), नई दिल्ली। (ii) जिला VI, वार्ड क, क (प्रतिरिक्त), क (1), क (11), ख (प्रतिरिक्त), ग, ग (प्रतिरिक्त), ग (1), ग-1 (प्रतिरिक्त) घ और ह, नई दिल्ली। (iii) ठेकेदारों का सर्किल, नई दिल्ली।	
2. 'छ' रेंज, नई दिल्ली	(i) कम्पनी सर्किल-XI, XVII, XVIII नई दिल्ली। (ii) विशेष सर्किल-II, II (प्रतिरिक्त) और IX, नई दिल्ली।	

1	2	3
		(iii) न्याय सर्किल, नई दिल्ली। (iv) आय-कर-एवं-सम्पदा शुल्क, सर्किल, (v) प्रतिरिक्त सम्पदा शुल्क-एवं-आय-कर सर्किल, नई दिल्ली।

जहाँ कोई आयकर सर्किल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज को अन्तर्गत हो जाता है, वहाँ उस आयकर सर्किल, वार्ड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेंज के, जिससे वह आयकर सर्किल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है, सहायक आयकर आयुक्त (अपील) के समक्ष इस अधिसूचना की तारीख के ठीक पूर्व सम्बन्धित अपीलें, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के, जिसको उक्त सर्किल वार्ड या जिला या उसका भाग अन्तर्गत हुआ है सहायक आयकर आयुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

यह अधिसूचना 1-6-1976 से प्रभावी होगी।

[सं० 1338 (फा० सं० 261/3/76-आई टी जे)]

New Delhi, the 28th May, 1976

S.O. 3038.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in partial modification of all previous Notifications in this regard the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioner of Income-tax of the Ranges specified in Column 2 of the Schedule below shall perform their functions in respect of the persons and income assessed to Income-tax or Super-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in Column 3 thereof :—

SCHEDULE

S. No.	Ranges	Income-tax Circles/Wards & Distts.
1	2	3
1. 'H' Range, New Delhi		(i) Distt. VI (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (10) (Addl.), (11), (12), (13), (14), and (15) New Delhi. (ii) Distt. VI, Wards A, A (Addl.), (1), A(11), B(Addl.), C, C(Addl.), C(1) C-I (Addl.) D & E, New Delhi. (iii) Contractors' Circle, New Delhi.
2. 'G' Range, New Delhi		(i) Companies' Circles-XI, XVII, XVIII, New Delhi. (ii) Special Circle-II, II(Addl.) & IX, New Delhi. (iii) Trust Circle, New Delhi. (iv) Income-tax-cum-Estate Duty Circle, New Delhi. (v) Addl. Estate Duty-cum-Income-tax Circle, New Delhi.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of the assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Income-tax of the ranges from whom that Income-tax Circle, Ward or District or part thereof is transferred shall from the date this notification takes effect be transferred to and dealt with by the Appellate Assistant Commissioner of the range to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 1-6-1976

[No. 1338 (F.No.261/3/76-ITJ)]

नई दिल्ली, 31 मई, 1976

क्र० आ० 3039.—आयकर अधिनियम, 1963 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और उस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और हम संबंध में सभी पूर्वगत अधिसूचनाओं को अधिकांत करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निदेश देता है कि—

(क) नीचे की अनुसूची-I के स्तम्भ 2 में यथा विनिर्दिष्ट पश्चिमी बंगाल में सहायक आयकर आयुक्त (अपील) की विद्यमान रेंजे उसके तत्संबंधी स्तम्भ 3 में यथा विनिर्दिष्ट रूप से पुनः अभिहित की जाएगी।

अनुसूची I

क्रम-सं०	वर्तमान अभिधान	नया अभिधान
1	2	3
1. क-रेंज, कलकत्ता	क-I, रेंज, कलकत्ता	
2. ख-रेंज, कलकत्ता	ख-I, रेंज, कलकत्ता	
3. ग-रेंज, कलकत्ता	क-II, रेंज, कलकत्ता	
4. घ-रेंज, कलकत्ता	क-III, रेंज, कलकत्ता	
5. छ-रेंज, कलकत्ता	ख-III, रेंज, कलकत्ता	
6. ज-रेंज, कलकत्ता	क-IV, रेंज, कलकत्ता	
7. झ-रेंज, कलकत्ता	ख-IV, रेंज, कलकत्ता	
8. क ब-रेंज, कलकत्ता	ग-IV, रेंज, कलकत्ता	
9. ध-रेंज, कलकत्ता	घ-IV रेंज, कलकत्ता	
10. क च-रेंज, कलकत्ता	क-V, रेंज, कलकत्ता	
11. क ण-रेंज, कलकत्ता	क-VI, रेंज, कलकत्ता	
12. क ख-रेंज, कलकत्ता	ख-VI, रेंज, कलकत्ता	
13. क घ-रेंज, कलकत्ता	ग-VI, रेंज, कलकत्ता	
14. क-रेंज, कलकत्ता	क-VII, रेंज, कलकत्ता	
15. घ-रेंज, कलकत्ता	ख-VII, रेंज, कलकत्ता	
16. ठ-रेंज, कलकत्ता	क-VII, रेंज, कलकत्ता	
17. क त-रेंज, कलकत्ता	ख-VIII, रेंज, कलकत्ता	
18. क फ-रेंज, कलकत्ता	ग-VIII, रेंज, कलकत्ता	
19. क-रेंज, कलकत्ता	घ-VIII, रेंज, कलकत्ता	
20. ट-रेंज, कलकत्ता	क-IX, रेंज, कलकत्ता	
21. क ख-रेंज, कलकत्ता	ग-IX रेंज, कलकत्ता	
22. अ-रेंज, कलकत्ता	क-X, रेंज, कलकत्ता	
23. भ-रेंज, कलकत्ता	ख-X, रेंज, कलकत्ता	
24. त-रेंज, कलकत्ता	ग-X, रेंज, कलकत्ता	
25. क य-रेंज, कलकत्ता	घ-X, रेंज, कलकत्ता	
26. क ट रेंज, कलकत्ता	क-X, रेंज, कलकत्ता	
27. क प-रेंज, कलकत्ता	क-XI, रेंज, कलकत्ता	
28. न-रेंज, कलकत्ता	ख-XI, रेंज, कलकत्ता	
29. क छ-रेंज, कलकत्ता	ग-XI, रेंज, कलकत्ता	
30. क भ-रेंज, कलकत्ता	घ-XI, रेंज, कलकत्ता	
31. क क-रेंज, कलकत्ता	क-XI, रेंज, कलकत्ता	
32. म-रेंज, कलकत्ता	क-XII, रेंज, कलकत्ता	
33. ण-रेंज, कलकत्ता	ख-XII, रेंज, कलकत्ता	
34. क इ-रेंज, कलकत्ता	ग-XII, रेंज, कलकत्ता	
35. क ङ-रेंज, कलकत्ता	क-घ-XII, रेंज, कलकत्ता	
36. प-रेंज, कलकत्ता	क-XIII, रेंज,	
37. क-उ-रेंज, कलकत्ता	ख-XIII, रेंज, कलकत्ता	
38. ज-रेंज, कलकत्ता	ग-XIII, रेंज, कलकत्ता	
39. क ग-रेंज, कलकत्ता	घ-XIII, रेंज, कलकत्ता	
40. य-रेंज, कलकत्ता	ड-XIII, रेंज, कलकत्ता	
41. क-रेंज, आसनसोल	आसनसोल रेंज, आसनसोल	
42. सिखीगुड़ी रेंज	सिखीगुड़ी 'क' रेंज, सिखीगुड़ी	

(ख) नीचे की अनुसूची-II के स्तम्भ 2 में विनिर्दिष्ट रेंजों के सहायक आयकर-आयुक्त (अपील), उनके स्तम्भ 3 में की तत्संबंधी प्रविष्टि में विनिर्दिष्ट आयकर सक्तियों, वार्डों और जिलों में आयकर या अधिकार के लिए निर्धारित सभी व्यक्तियों और आयों की वास्तव धारण कर्यों का पालन करेंगे।

अनुसूची II

क्रम-सं०	रेंज	आयकर सक्ति, वार्ड और जिले
1	2	3
1. क I, रेंज, कलकत्ता		1. सम्पदा शुल्क अपील (क्षेत्रीय) 2. सम्पदा शुल्क-एंड आध कर सक्ति, कलकत्ता
2. ख-I, रेंज, कलकत्ता		1. कम्पनी जिला-I, कलकत्ता 2. विदेश अनुभाग, कलकत्ता
3. क-II, रेंज, कलकत्ता		1. कम्पनी जिला-III, कलकत्ता 2. कम्पनी जिला-VI, कलकत्ता 3. सहकारी आवास सक्ति, कलकत्ता
4. क-III, रेंज, कलकत्ता		1. कम्पनी जिला-IV, कलकत्ता 2. विशेष सक्ति-VII, कम्पनी जिला IV, कलकत्ता
5. ख-III, रेंज, कलकत्ता		1. जिला-III(I), कलकत्ता
6. क-IV, रेंज, कलकत्ता		1. कम्पनी जिला-II, कलकत्ता (क से ज तक और प्रतिरिक्त ख-वार्ड)
7. ख-IV, रेंज, कलकत्ता		1. कम्पनी जिला-II, कलकत्ता (क से ख और प्रतिरिक्त ख-वार्डों से भिन्न)।
8. ग-IV, रेंज, कलकत्ता		1. सिनेमा सक्ति, कलकत्ता।
9. घ-IV, रेंज, कलकत्ता		1. दुण्डी सक्ति, कलकत्ता 2. विशेष सक्ति-I, दुण्डी सक्ति, कलकत्ता 3. विशेष सक्ति-II, दुण्डी सक्ति, कलकत्ता 4. जिला-VIII, कलकत्ता
10. क-V, रेंज, कलकत्ता		1. कम्पनी जिला-V, कलकत्ता 2. पटसन सक्ति, कलकत्ता 3. सहकारी सक्ति, कलकत्ता 4. विदेशी कम्पनी सक्ति, कलकत्ता 5. विशेष प्रत्येक सक्ति-I, कलकत्ता
11. क-VI, रेंज, कलकत्ता		1. आय-कर सक्ति, हावड़ा 2. विशेष सक्ति, हावड़ा 3. विशेष सक्ति-IV, हावड़ा
12. ख-VI, रेंज, कलकत्ता		1. जिला-III (3), कलकत्ता 2. जिला-II(I), कलकत्ता (क और ख-वार्ड) 3. विशेष सर्वेक्षण सक्ति-IX, कलकत्ता

1	2	3	1	2	3
13. ग-VI, रेंज, कलकत्ता	1. जिला-II(I), कलकत्ता (क और ख वाडों से भिन्न) 2. विशेष सर्वेक्षण सफिल-IV, कलकत्ता 3. विशेष सर्वेक्षण सफिल-III, कलकत्ता		25. घ-X, रेंज, कलकत्ता		1. जिला-IV(2), कलकत्ता (क से छ, I, प्रतिरिक्त-क, प्रतिरिक्त-छ, विशेष सफिल-VIII से भिन्न)
14. क-VII, रेंज, कलकत्ता	1. जिला-III(क), कलकत्ता 2. केन्द्रीय बेतन सफिल, कलकत्ता 3. रेल और प्रकीर्ण बेतन सफिल, कलकत्ता		26. ड-X, रेंज, कलकत्ता		1. जिला-IV(2), कलकत्ता (घ और छ वाडों से भिन्न) 2. जिला-IV(3), कलकत्ता (क से च वाडों से भिन्न)
15. ख-VII, रेंज, कलकत्ता	1. जिला V क, कलकत्ता 2. म्यास सफिल, कलकत्ता 3. प्रतिदाय सफिल, कलकत्ता 4. चार्टर्ड एकाउन्टेन्ट सफिल, कलकत्ता 5. बीमा अभिकर्ता सफिल, कलकत्ता		27. क-XI, रेंज, कलकत्ता		1. जिला-I(I), कलकत्ता (क से च वाडों से भिन्न)
16. फ-VIII, रेंज, कलकत्ता	1. जिला-II(2), कलकत्ता (क से घ वाडों से भिन्न) 2. परियोजना सफिल-I, कलकत्ता 3. परियोजना सफिल-II, कलकत्ता 4. परियोजना सफिल, कलकत्ता		28. ख-XI, रेंज, कलकत्ता		1. जिला-I(I), कलकत्ता (क से च वाडों से भिन्न) 2. विशेष सर्वेक्षण सफिल-II, कलकत्ता 3. विशेष सर्वेक्षण सफिल-VII, कलकत्ता
17. ख-VIII, रेंज, कलकत्ता	1. जिला-III(2), कलकत्ता (क से च, और ट वाडों से भिन्न)		29. ग-XI, रेंज, कलकत्ता		1. जिला-I(2), कलकत्ता (क से च वाडों से भिन्न)
18. ग-VIII, रेंज, कलकत्ता	1. जिला-III(2), कलकत्ता (अ और ट वाडों से भिन्न)		30. घ-XI, रेंज, कलकत्ता		1. जिला-I(2), कलकत्ता (छ से ड वाडों से भिन्न)
19. घ-VIII, रेंज, कलकत्ता	1. जिला-II(2), कलकत्ता (क से घ वाडों से भिन्न) 2. जिला III(2), कलकत्ता (क से च वाडों से भिन्न)		31. ड-XI, रेंज, कलकत्ता		1. जिला-I(2), कलकत्ता (क से छ वाडों से भिन्न)
20. क-IX, रेंज, कलकत्ता	1. जिला-V(I), कलकत्ता (क से छ वाडों से भिन्न) 2. जिला-V(2), कलकत्ता 3. विशेष सफिल-III, जिला V(2), कलकत्ता		32. क-XII, रेंज, कलकत्ता		1. जिला-VII, कलकत्ता 2. जिला-VI, कलकत्ता (प्रथम प्रतिरिक्त सर्वेक्षण वाडों से भिन्न)
21. ख-IX, रेंज, कलकत्ता	1. जिला V(I), कलकत्ता (क से छ वाडों से भिन्न)		33. ख-XII, रेंज, कलकत्ता		1. जिला-VI, कलकत्ता (क से छ वाडों से भिन्न, सर्वेक्षण वाडों से भिन्न, द्वितीय प्रतिरिक्त सर्वेक्षण वाडों से भिन्न)
22. क-X, रेंज, कलकत्ता	1. जिला-IV(I), कलकत्ता (क से छ वाडों से भिन्न)		34. ग-XII, रेंज, कलकत्ता		1. जिला-VI, कलकत्ता (क से घ, सर्वेक्षण, प्रथम प्रतिरिक्त सर्वेक्षण और द्वितीय प्रतिरिक्त सर्वेक्षण वाडों से भिन्न सभी वाडों से भिन्न)
23. ख-X, रेंज, कलकत्ता	1. जिला-IV(3), कलकत्ता (क से च वाडों से भिन्न) 2. जिला-IV(2), कलकत्ता (प्रतिरिक्त छ वाडों से भिन्न) 3. विशेष सफिल VIII, जिला IV(2), कलकत्ता		35. घ-XII, रेंज, कलकत्ता		1. जिला-VI, कलकत्ता (च से अ वाडों से भिन्न)
24. ग-X, रेंज, कलकत्ता	1. जिला-IV(2), कलकत्ता (क, प्रतिरिक्त क, ख, ग और अ-वाडों से भिन्न) 2. जिला-IV(I), कलकत्ता (क से छ वाडों से भिन्न)		36. क-XIII, रेंज, कलकत्ता		1. जिला-24, पर्यन्त
			37. ख-XIII, रेंज, कलकत्ता		1. विशेष सर्वेक्षण सफिल-VIII, कलकत्ता (क, प्रथम प्रतिरिक्त क और द्वितीय प्रतिरिक्त क वाडों से भिन्न)
			38. ग-XIII, रेंज, कलकत्ता		1. विशेष सर्वेक्षण सफिल-VIII, कलकत्ता (ख और प्रथम प्रतिरिक्त ख वाडों से भिन्न)
			39. घ-XIII, रेंज, कलकत्ता		1. विशेष सर्वेक्षण सफिल-VIII, कलकत्ता (क, प्रथम प्रतिरिक्त क, द्वितीय प्रतिरिक्त क, ख और प्रथम प्रतिरिक्त ख वाडों से भिन्न)
			40. ड-XIII, रेंज, कलकत्ता		1. मुण्डिबाबाय 2. नाडिया 3. विशेष पर्यवेक्षण सफिल-II, कलकत्ता

1	2	3
41. जलपयगुड़ी-क-रेंज जलपयगुड़ी	1. जलपयगुड़ी (क और ख बाई)	
42. जलपयगुड़ी ख-रेंज, जलपयगुड़ी	1. जलपयगुड़ी (क और ख बाई से मिला) 2. कूच-बिहार	
43. सिलिगुड़ी क-रेंज, सिलिगुड़ी	1. सिलिगुड़ी 2. विशेष सफिल, सिलिगुड़ी	
44. सिलिगुड़ी ख-रेंज, सिलिगुड़ी	1. बाजिसिंग 2. पश्चिमी दीनाजपुर, मात्वा	
45. आसनसोल रेंज, आसनसोल	1. आसनसोल 2. बुंकरा 3. पुरुलिया 4. मिधानपुर	
46. बर्दवान, रेंज, बर्दवान	1. बर्दवान 2. बिर्भूम 3. हुगली	

जहाँ कोई आयकर सफिल, बाई या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज को अन्तर्गत हो जाता है, वहाँ उस आयकर सफिल, बाई या जिला या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेंज के, जिससे वह आयकर सफिल, बाई या जिला या उसका भाग अन्तर्गत हुआ है, सहायक आयकर प्रायुक्त (अपील) के समक्ष इस अधिसूचना की तारीख के ठीक पूर्व संबंधित अपीलें, उस तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के, जिसको उक्त सफिल, बाई या जिला या उसका भाग अन्तर्गत हुआ है सहायक आयकर प्रायुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

जहाँ ऐसे सभी सफिल, बाई और जिले, जिनके मुख्यालय किसी विशिष्ट स्थान पर हैं, किसी सहायक प्रायुक्त (अपील) को समन्वित कर दिए गए हों, तो वहाँ उन मुख्यालयों पर के सफिलों, बाई और जिलों की बाबत, जिन्हें अब उल्लेखित भी किया जा चुका है, उसकी प्रधिकारिता होगी।

यह अधिसूचना 1-6-1976 से प्रभावी होगी।

[सं० 1341(का०सं० 261/11/76-आई टी जे)]

New Delhi, the 31st May, 1976

S.O. 3039.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income Tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes hereby directs that:—

(a) the existing Range of Appellate Assistant Commissioners of Income-tax in West Bengal as specified in column 2 of the schedule-I below shall be re-designated as specified in corresponding column 3 thereof.

SCHEDULE-I

Sl. No.	Present Designation	New Designation.
1	2	3
1.	A-Range, Calcutta.	A-I, Range, Calcutta.
2.	B-Range, Calcutta.	B-I, Range, Calcutta.
3.	C-Range, Calcutta.	A-II, Range, Calcutta.
4.	D-Range, Calcutta.	A-III, Range, Calcutta.
5.	G-Range, Calcutta.	B-III, Range, Calcutta.
6.	B-Range, Calcutta.	A-IV, Range, Calcutta.

1	2	3
7.	W-Range, Calcutta.	B-IV, Range, Calcutta.
8.	AW-Range, Calcutta.	C-IV, Range, Calcutta.
9.	Q-Range, Calcutta.	D-IV, Range, Calcutta.
10.	AF-Range, Calcutta.	A-V, Range, Calcutta.
11.	AO-Range, Calcutta.	A-VI, Range, Calcutta.
12.	AB-Range, Calcutta.	B-VI, Range, Calcutta.
13.	AS-Range, Calcutta.	C-VI, Range, Calcutta.
14.	N-Range, Calcutta.	A-VII, Range, Calcutta.
15.	S-Range, Calcutta.	V-VII, Range, Calcutta.
16.	L-Range, Calcutta.	A-VIII, Range, Calcutta.
17.	AP-Range, Calcutta.	B-VIII, Range, Calcutta.
18.	AV-Range, Calcutta.	C-VIII, Range, Calcutta.
19.	M-Range, Calcutta.	D-VIII, Range, Calcutta.
20.	K-Range, Calcutta.	A-IX, Range, Calcutta.
21.	AD-Range, Calcutta.	B-IX, Range, Calcutta.
22.	J-Range, Calcutta.	A-X, Range, Calcutta.
23.	X-Range, Calcutta.	B-X, Range, Calcutta.
24.	P-Range, Calcutta.	C-X, Range, Calcutta.
25.	AZ-Range, Calcutta.	D-X, Range, Calcutta.
26.	AK-Range, Calcutta.	E-X, Range, Calcutta.
27.	AU-Range, Calcutta.	A-XI, Range, Calcutta.
28.	T-Range, Calcutta.	B-XI, Range, Calcutta.
29.	AG-Range, Calcutta.	C-XI, Range, Calcutta.
30.	AX-Range, Calcutta.	D-XI, Range, Calcutta.
31.	AA-Range, Calcutta.	E-XI, Range, Calcutta.
32.	Y-Range, Calcutta.	A-XII, Range, Calcutta.
33.	O-Range, Calcutta.	B-XII, Range, Calcutta.
34.	AM-Range, Calcutta.	C-XII, Range, Calcutta.
35.	AN-Range, Calcutta.	D-XII, Range, Calcutta.
36.	U-Range, Calcutta.	A-XIII, Range, Calcutta.
37.	AL-Range, Calcutta.	B-XIII, Range, Calcutta.
38.	H-Range, Calcutta.	C-XIII, Range, Calcutta.
39.	AC-Range, Calcutta.	D-XIII, Range, Calcutta.
40.	Z-Range, Calcutta.	E-XIII, Range, Calcutta.
41.	A-Range, Asansol.	Asansol Range, Asansol.
42.	Siliguri Range.	Siliguri 'A' Range, Siliguri.

(b) The Appellate Assistant Commissioner of Income Tax of the Ranges specified in col. 2 of the schedule-II below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Super-tax in the Income-tax Circle, Wards and Districts specified in the corresponding entry in cols. 3 thereof.

SCHEDULE-II

Sl. No.	Ranges	Income-tax Circles, Wards and Districts
1	2	3
1.	A-I-Range, Calcutta.	1. Estate Duty Appeals (Zonal) 2. Estate Duty-Cum-I.T. Circle, Calcutta.
2.	B-I, Range, Calcutta.	1. Companies District-I, Calcutta. 2. Foreign Section, Calcutta.
3.	A-II, Range, Calcutta.	1. Companies District-III, Calcutta. 2. Companies District-VI, Calcutta. 3. Co-operative Housing Circle, Calcutta.
4.	A-III, Range, Calcutta.	1. Companies District-IV, Calcutta. 2. Special Circle-VII, Companies District-IV, Calcutta.

1	2	3	1	2	3
5. B-III, Range, Calcutta.	1. District-III(I), Calcutta.		20. A-IX, Range, Calcutta.	1. Distt. V(I), Calcutta (A to C-Wards).	
6. A-IV, Range, Calcutta.	1. Companies District-II, Calcutta (A to F and Additional B-Ward).			2. Distt. V(2), Calcutta.	
7. B-IV, Range, Calcutta.	1. Companies District-II, Calcutta (Other than A to F and Additional B-Wards).		21. B-IX, Range, Calcutta.	3. Special Circle-III, District V(2), Calcutta.	
8. C-IV, Range, Calcutta.	1. Cinema Circle, Calcutta.			1. District V(I), Calcutta (Other than A to C-Wards).	
9. B-IV, Range, Calcutta.	1. Hindi Circle, Calcutta.		22. A-X, Range, Calcutta.	1. District IV(I), Calcutta (A to C-Wards).	
	2. Special Circle-I, Hindi Circle Calcutta.		23. B-X, Range, Calcutta.	1. District IV(3), Calcutta (A to F-Wards).	
	3. Special Circle-II, Hindi Circle, Calcutta.			2. District IV(2), Calcutta (Additional C-Wards).	
	4. District-VIII, Calcutta.			3. Special Circle-VIII, District IV(2), Calcutta.	
10. A-V, Range, Calcutta.	1. Companies District-V, Calcutta.		24. C-X, Range, Calcutta.	1. District IV(2), Calcutta (A, Additional A, B, C, and I-Wards).	
	2. Jute Circle, Calcutta.			2. District IV(I), Calcutta (Other than A to G-Wards).	
	3. Co-operative Circle, Calcutta.		25. B-X, Range, Calcutta.	1. District IV(2), Calcutta (Other than A to B, I, Additional-A, Additional-C, Special Circle-VIII).	
	4. Foreign Companies Circle, Calcutta.				
	5. Special Investigation Circle-I, Calcutta.		26. E-X, Range, Calcutta.	1. District IV(2), Calcutta (B& E-Wards).	
11. A-VI, Range, Calcutta.	1. I.T. Circle, Howrah.			2. District IV(3), Calcutta (Other than A to F-Wards).	
	2. Special Circle-IV, Howrah.		27. A-XI, Range, Calcutta.	1. District I(I), Calcutta (Other than A to F-Wards).	
	3. Special Circle-V, Howrah.		28. B-XI, Range, Calcutta.	1. District I(I), Calcutta (Other than A to F-Wards).	
12. B-VI, Range, Calcutta.	1. District-III(3), Calcutta.			2. Special Survey Circle VII Calcutta.	
	2. District II(I), Calcutta (A and D-Ward).			3. Special Survey Circle-VII, Calcutta.	
	3. Special Survey Circle-IX, Calcutta.		29. C-XI, Range, Calcutta.	1. District I(2), Calcutta (A to F-Wards).	
13. C-VI, Range, Calcutta.	1. District-II(I) Calcutta (Other than A and B-Wards).		30. B-XI, Range, Calcutta.	1. District I(2), Calcutta (G to L-Wards).	
	2. Special Survey Circle-IV, Calcutta.		31. E-XI, Range, Calcutta.	1. District I(2), Calcutta (Other than A to L-Wards).	
	3. Special Survey Circle-III, Calcutta.		32. A-XII, Range, Calcutta.	1. District-VII, Calcutta.	
14. A-VII, Range, Calcutta.	1. District-III(A), Calcutta.			2. District-VI, Calcutta (Ist. Additional Survey Ward).	
	2. Central Salaries Circle, Calcutta.		33. B-XII, Range, Calcutta.	1. District VI, Calcutta (A to E-Wards, Survey Ward, 2nd Additional Survey Ward).	
	3. Railways & Miscellaneous Salaries, Circle, Calcutta.		34. C-XII, Range, Calcutta.	1. District-VI, Calcutta (All Wards other than A to J, Survey, Ist. Additional Survey and 2nd. Additional Survey Wards).	
15. B-VII, Range, Calcutta.	1. District VA, Calcutta.		35. D-XII, Range, Calcutta.	1. District VI, Calcutta (F to J-Wards).	
	2. Trust Circle, Calcutta.		36. A-XIII, Range, Calcutta.	1. Distt. 24-Parganas.	
	3. Refund Circle, Calcutta.		37. B-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (A, Ist. Additional-A and 2nd Additional A-Wards).	
	4. Chartered Accountants Circle, Calcutta.				
	5. Insurance Agents Circle, Calcutta.		38. C-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (B & Ist Additional B-Wards).	
16. A-VIII, Range, Calcutta.	1. Distt. II(2), Calcutta (Other than A to B-Wards).				
	2. Project Circle-I, Calcutta.				
	3. Project Circle-II, Calcutta.				
	4. Project Circle, Calcutta.				
17. B-VIII, Range, Calcutta.	1. Distt. III(2), Calcutta (Other than A to F-J and E-Wards).				
18. C-VIII, Range, Calcutta.	1. District III(2), Calcutta (J and E-Wards).				
19. D-VIII, Range, Calcutta.	1. Distt. II(2), Calcutta (A to D-Wards).				
	2. District III(2), Calcutta (1A to F-Wards).				

1	2	3
39. D-XIII, Range, Calcutta.	1. Special Survey Circle-VIII, Calcutta (Other than A, Ist. Additional- A, 2nd Additional A, B and Ist Additional-B-Wards).	
40. B-XIII, Range, Calcutta.	1. Murshidabad. 2. Nadia. 3. Special Investigation Circle-II, Calcutta.	
41. Jalpaiguri A-Range, Jalpaiguri.	1. Jalaiguri (A & B-Wards).	
42. Jalpaiguri B-Range, Jalpaiguri.	1. Jalpaiguri (Other than 1 and B Wards). 2. Cooch-Bihar.	
43. Siliguri A-Range, Siliguri.	1. Siliguri. 2. Special Circle, Siliguri.	
44. Siliguri B-Range, Siliguri.	1. Darjeeling. 2. West Dinajpur, Malda.	
45. Asansol Range, Asansol.	1. Asansol. 2. Bankura. 3. Purulla. 4. Midnapore.	
46. Burdwan Range, Burdwan.	1. Burdwan. 2. Birbhum. 3. Hooghly.	

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date this notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of Income-tax of the Range to whom the said circle, Ward or District or part thereof is transferred.

Where all Circles, Wards and Districts having Headquarters at a particular place have been assigned to an Appellate Assistant Commissioner, he will have jurisdiction in respect of Circle, Wards and District at these headquarters since abolished also.

This Notification shall take effect from 1-6-76.

EXPLANATORY NOTE :—The Notification has become necessary due to the re-alignment and re-allocation of the work amongst the Appellate Assistant Commissioners consequent on creation and abolition of some Ranges.

(The above note does not form part of the notification but is intended to be merely clarificatory).

[No. 1341(F.No.261/11/76-ITJ]

नई दिल्ली, 1 जून, 1976

क्रि० आ० 3040.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और इस संबंध में सभी पूर्वतन अधिसूचनाओं को अधिकांत करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड निदेश देता है कि नीचे की अनुसूची के स्तंभ 1 में विनिर्दिष्ट रेंजों के सहायक आयकर आयुक्त (अपील) उसके स्तंभ 2 में की तत्सम्बन्धी प्रविष्टि में विनिर्दिष्ट प्रायकर सफिलों, वार्डों और जिलों में प्रायकर या अधिकार से निर्धारित सभी व्यक्तियों और प्रायों के बारे में अपने कृत्यों का पालन करेंगे :—

अनुसूची

मुख्यालय सहित रेंज	प्रायकर सफिल, वार्ड और जिले
1 रेंज-I डिब्रूगढ़	(1) कम्पनी सफिल, डिब्रूगढ़ (2) बेलन सफिल, डिब्रूगढ़ (3) शिवसागर सफिल
2 रेंज-II, डिब्रूगढ़	(1) डिब्रूगढ़ सफिल के क-वार्ड, ख-वार्ड और ग-वार्ड (2) केन्द्रीय सफिल, डिब्रूगढ़ (3) सम्प्रदा शुल्क-एवं-प्रायकर सफिल, डिब्रूगढ़
3 रेंज-III, डिब्रूगढ़	(1) ऐसी अपीलों को छोड़कर, जो सहायक प्रायकर आयुक्त (अपील), रेंज-I और रेंज-II डिब्रूगढ़ को प्राबंठित की गई हैं, डिब्रूगढ़ सफिल की अन्य सभी अपीलों। (2) तितसुफिया सफिल (3) विगबोई सफिल
4 जोहटा रेंज, जोहटा	(1) जोहटा सफिल (2) कोनाघाट सफिल (3) दिमापुर सफिल
5 रेंज-I, गौहाटी	(1) गौहाटी सफिल के क-वार्ड, अतिरिक्त क-वार्ड, ग-वार्ड, घ-वार्ड, विशेष वार्ड और सर्वेक्षण वार्ड। (2) विशेष सफिल, गौहाटी (3) डुकी सफिल
6 रेंज-II, गौहाटी	(1) ऐसी अपीलों को छोड़कर, जो सहायक प्रायकर आयुक्त (अपील) रेंज-I, गौहाटी को प्राबंठित की गई हैं, गौहाटी सफिल की अन्य सभी अपीलों। (2) तलवारी सफिल
7 शिलांग रेंज, शिलांग	(1) विशेष सफिल, शिलांग (2) बेलन सफिल, शिलांग (3) शिलांग सफिल (4) इम्फाल सफिल (5) सिलछर सफिल (6) करीमगंज सफिल (7) अग्रतला सफिल (8) नेजपुर सफिल (9) नौगांग सफिल

जहां कोई प्रायकर सफिल, वार्ड या जिला या उसका भाग इस अधिसूचना द्वारा एक रेंज से किसी अन्य रेंज को अन्तर्गत हो जाता है, वहां उस प्रायकर सफिल वार्ड या जिले या उसके भाग में किए गए निर्धारणों से उत्पन्न होने वाली और उस रेंज के, जिसमें वह प्रायकर सफिल, वार्ड या जिला या उसका भाग अन्तर्गत हुआ है, सहायक प्रायकर आयुक्त (अपील) के समक्ष इस अधिसूचना की तारीख के ठीक पूर्व स्थित अपीलों, उन तारीख से जिस तारीख को यह अधिसूचना प्रभावी होती है, उस रेंज के, जिसको उक्त सफिल वार्ड, या जिला या उसका भाग अन्तर्गत हुआ है सहायक प्रायकर आयुक्त (अपील) को अन्तर्गत की जाएगी और उसके द्वारा उन पर कार्यवाही की जाएगी।

जहाँ कोई विशिष्ट अपील/अपीलें इस अधिसूचना के जारी किए जाने से पूर्व किसी विशेष अधिसूचना द्वारा सहायक आयकर आयुक्त (अपील), विशेष रेंज, डिब्रूगढ़, सहायक आयकर आयुक्त (अपील), विशेष रेंज, गोहाटी सहायक आयकर आयुक्त (अपील) नेजपुर रेंज और सहायक आयकर आयुक्त (अपील) सिल्चर रेंज को समनुदेशित की गई थी। और इस अधिसूचना की तारीख के पूर्व निपटान के लिए संवित है/हैं, ऐसी अपील/अपीलें प्रमण. सहायक आयकर-आयुक्त (अपील), रेंज-II डिब्रूगढ़, सहायक आयकर आयुक्त (अपील), रेंज-I, गोहाटी, सहायक आयकर आयुक्त (अपील), शिल्चांग रेंज को उस तारीख से प्रन्तरित कर दी जाएगी/जाएंगी, जिस तारीख को यह अधिसूचना प्रभावी होती है।

यह अधिसूचना 1-6-1976 से प्रभावी होगी।

[सं० 1343 (फा०सं० 261/6/76 आईटीजे)]
एस० रामस्वामी, प्रवर सचिव

New Delhi, the 1st June, 1976

S.O. 3040.—In exercise of the powers conferred by Sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income-tax of the Range, Specified in column 1 of the Schedule below shall perform their functions in respect of all persons and income assessed to Income-tax or Super-tax in the Income-tax Wards, Circles and Districts specified in the corresponding entry in column 2 thereof:—

SCHEDULE

Range with Head Quarters	Income-tax Circles, Wards & Districts
1	2
1. Range-I, Dibrugarh.	(i) Company Circle, Dibrugarh. (ii) Salary Circle, Dibrugarh. (iii) Sibsagar Circle.
2. Range-II, Dibrugarh.	(i) A-Ward, B-Ward and C-Ward of Dibrugarh Circle. (ii) Central Circle, Dibrugarh. (iii) E.D. Cum IT. Circle, Dibrugarh.
3. Range-III, Dibrugarh.	(i) All other appeals of Dibrugarh Circles excluding those allotted to AACs, Range-I and Range-II, Dibrugarh. (ii) Tinsukia Circle. (iii) Digboi Circle.
4. Jorhat Range, Jorhat.	(i) Jorhat Circle. (ii) Golaghat Circle. (iii) Dinapur Circle.
5. Range-I, Gauhati.	(i) A-Ward, Addl. A-Ward, C-Ward, D-Ward, Special Ward and Survey Ward of Gauhati Circle. (ii) Special Circle, Gauhati. (iii) Dhubri Circle.
6. Range-II, Gauhati.	(i) All other appeals of Gauhati Circles excluding those allotted to AAC, Range-I, Gauhati. (ii) Nalbari Circle.

1	2
7. Shillong Range, Shillong.	(i) Special Circle, Shillong. (ii) Salary Circle, Shillong. (iii) Shillong Circle. (iv) Imphal Circle. (v) Silchar Circle. (vi) Karimganj Circle. (vii) Agartala Circle. (viii) Tezpur Circle. (ix) Nowgong Circle.

Where an Income-tax Circle, Ward, District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or Part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall from the date this notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or Part thereof is transferred.

Where any particular appeal/appeals was/were assigned by any special Notification before issue of this Notification to AAC, Special Range, Dibrugarh: AAC, Special Range, Gauhati, AAC, Tezpur Range and AAC, Silchar Range, and is/are pending for disposal before the date of this Notification, such appeal/appeals shall be transferred from the date this Notification takes, effect to the AAC, Range-II, Dibrugarh; AAC, Range-I, Gauhati; AAC, Shillong Range and AAC, Shillong Range, respectively.

This Notification shall take effect from 1-6-76.

EXPLANATORY NOTE :—This Notification has become necessary consequent on the abolition of Silchar Range, Tezpur Range, Spl. Range, Dibrugarh, Spl. Range, Gauhati and creation of Shillong Range, Range-II, Dibrugarh, Range-III, Dibrugarh and Range-II, Gauhati and on consequential re-allocation of jurisdiction of AACs in the Commissioner's Charge.

(This note does not form a part of Notification but is intended to be merely clarificatory.)

[No. 1343(F.No.261/6/76-ITJ)]

S. RAMASWAMI, Under Secy.

आयकर आयुक्त कार्यालय, पटियाला-II

पटियाला, 29 जुलाई, 1976

फा०सं० 3041.—यतः केन्द्रीय सरकार की राय है कि लोकहित में यह आवश्यक तथा समीचीन है कि ऐसे करदाताओं के नाम तथा उनसे सम्बन्धित अन्य विशिष्टियाँ प्रकाशित की जाएँ, जिन पर वित्तीय वर्ष 1975-76 के दौरान 5,000 रु० से अन्यून का जुर्माना लगाया गया था।

और यतः आयकर अधिनियम (1961 का 43) की धारा 287 द्वारा प्रदत्त शक्तियों का तथा इस निमित्त उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने अपने दिनांक 25 मार्च, 1969 के आदेश द्वारा सभी आयकर आयुक्तों को, उनके अधिकार क्षेत्र के भीतर ऐसे करदाताओं के नाम, पते, हैमिपन, कर निर्धारण वर्ष तथा लगाए गए जुर्माने का म्योरा, जिसमें करदाताओं से सम्बन्धित जुर्माने की राशि तथा प्रकृति (प्रकार) भी शामिल होगी तथा जिन पर वित्तीय वर्ष 1975-76 के दौरान 5,000 रु० से अन्यून का जुर्माना लगाया गया था, प्रकाशित करने के लिए प्राधिकृत किया है।

अतः अब केन्द्रीय सरकार द्वारा उसके दिनांक 25 मार्च, 1969 के पूर्वोक्त आदेश द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं इससे

संलग्न अनुसूची i एवं ii में पूर्वांक करदाताओं के नाम तथा अन्य विवरणों का प्रकाशन करना है।

अनुसूची-I

आयकर विभाग, पटियाला

ऐसे करदाता, जिन पर वित्तीय वर्ष 1975-76 के दौरान आय छिपाने के कारण 5,000 रु० से अधिक का जुर्माना लगाया गया था (i) हैसियत के लिए, 'एफ' फर्म के लिए (ii) कर निर्धारण वर्ष के लिए तथा (iii) लगाए गए जुर्माने के लिए है।

1. मेसर्स, जोध सिंह गुजराल, अम्बाला कैंट (i) 'एफ' (ii) 1971-72 (iii) 13,996 रु०।
2. मेसर्स के० एच० ब्रदर्स, पानीपत (i) 'एफ' (ii) 1971-72 (iii) 5,600 रु०।

अनुसूची-II

आयकर विभाग, पटियाला

ऐसे करदाता, जिन पर वित्तीय वर्ष 1975-76 के दौरान आय की विवरणी फाइल न करने अथवा लेखा बहीयां प्रस्तुत न करने के कारण 5,000 रु० से अधिक का जुर्माना लगाया गया था (i) हैसियत के लिए है, 'ए' व्यक्ति संगम के लिए, 'एफ' फर्म के लिए 'ग्राई' व्यष्टि के लिए (ii) कर निर्धारण वर्ष के लिए तथा (iii) लगाए गए जुर्माने के लिए है।

1. मेसर्स लाडवा कोऑपरेटिव मार्केटिंग सोसाइटी लाडवा (i) 'ए' (ii) 1971-72 (iii) 9,000 रु०।
2. मेसर्स पक्का अहिंसा एसोसिएशन, कुरुक्षेत्र (i) 'एफ' (ii) 1971-72 (iii) 6,050 रु०।
3. श्री दरवाई लाल वाइन कन्ट्रेक्टर, करनाल (i) 'ग्राई' (ii) 1968-69 (iii) 7,364 रु०।
4. श्री दरवाई लाल वाइन कन्ट्रेक्टर, करनाल (i) 'ग्राई' (ii) 1969-70 (iii) 8,948 रु०।
5. श्री गुरुचरण सिंह सुपुत्र श्री परताप सिंह, म० न० 325, बाई न० 5, शाहबाद (i) 'ग्राई' (ii) 1969-70 (iii) 9,966 रु०।
6. श्री ब्यास देव डोगरा, मालिक मेसर्स डोगरा स्टील इण्डस्ट्रीज, फरीदाबाद (i) 'ग्राई' (ii) 1961-62 (iii) 5,142 रु०।
7. श्री ब्यास देव डोगरा, मालिक मेसर्स डोगरा स्टील इण्डस्ट्रीज, फरीदाबाद (i) 'ग्राई' (ii) 1961-62 (iii) 8,570 रु०।

[फा० सं० मुद्रा०-II/प्रकाशन/जुर्माना सं०/76-77/12]

एम० एस० उन्नीयार, आयकर आयुक्त

Office of the Commissioner of Income Tax, Patiala-II

Patiala, the 29th July, 1976

S.O. 3041.—Whereas the Central Government is of the opinion that it is necessary and expedient in public interest to publish the names and other particulars relating to assesses on whom penalty of not less than Rs. 5,000/- was imposed during the financial year 1975-76;

And whereas in exercise of the powers conferred by section 287 of the Income-tax Act (43 of 1961) and all other powers enabling them in this behalf the Central Government has by its order dated 25th March, 1969 authorised all Commissioners of Income-tax to publish the names, addresses, status, assessment year and details of penalties levied which

would include the amounts and nature of penalties relating to assesses, within their jurisdiction and on whom a penalty of not less than Rs. 5,000/- was imposed during the financial year 1975-76;

Now, therefore, in exercise of the powers conferred on me by the Central Government by its aforesaid order dated 25th March, 1969 I hereby publish in schedule-I & II, hereto annexed, the names and other particulars of the assesses aforesaid.

SCHEDULE-I

Income Tax Department, Patiala

Assessee on whom a penalty of not less than Rs. 5,000/- was imposed for concealment of income during the financial year 1975-76: (i) is for status 'F' for Firm: (ii) for assessment year and (iii) for penalty imposed.

1. M/s. Jodh Singh Gujral, Ambala Cantt (i) 'F' (ii) 1971-72 (iii) Rs. 13,996/-.
2. M/s. K. H. Brothers, Panipat (i) 'F' (ii) 1971-72 (iii) Rs. 5,600/-.

SCHEDULE-II

Income Tax Department, Patiala

Assessee on whom a penalty of not less than Rs. 5,000/- was imposed for failure to file return of income or to produce books of account during the financial year 1975-76: (i) is for status 'A' for Association of persons; 'F' for Firm 'I' for Individual (ii) for assessment year and (iii) for penalty imposed.

1. M/s. Ladwa Co-operative Marketing Society, Ladwa (i) 'A' (ii) 1971-72 (iii) Rs. 9,000/-.
2. M/s. Pacca Arhtiya Association Kurukshetra (i) 'F' (ii) 1971-72 (iii) Rs. 6,050/-.
3. Shri Daryai Lal, Wine Contractor, Karnal (i) 'I' (ii) 1968-69 (iii) Rs. 7,364/-.
4. Shri Daryai Lal, Wine Contractor, Karnal (i) 'I' (ii) 1969-70 (iii) Rs. 8,948/-.
5. Shri Gurcharan Singh S/o Shri Partap Singh, H. No 325, Ward No. 5, Shahbad (i) 'I' (ii) 1969-70 (iii) Rs. 9,966/-.
6. Shri Bias Dev Dogra Prop : M/s. Dogra Steel Industries Faridabad (i) 'I' (ii) 1961-62 (iii) Rs. 5,142/-.
7. Shri Bias Dev Dogra Prop : M/s. Dogra Steel Industries, Faridabad (i) 'I' (ii) 1961-62 (iii) Rs. 8,575/-.

[F. No. H. Q. II/Pub./Penalty/76-77/12]

M. S. UNNINAYAR, Commissioner of Income-tax

(व्यय विभाग)

नई दिल्ली, 30 अगस्त, 1976

का०आ० 3042.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परस्पर तथा अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा परीक्षा और लेखा विभाग में सेवा कर रहे व्यक्तियों के सम्बन्ध में नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात्, निम्नलिखित (संरक्षित) नियम में और संशोधन करने के लिए निम्नलिखित नियम बताते हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम सखिल वेधन (संरक्षित) (.....संशोधन) नियम 1976 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. निम्नलिखित (संश्लिष्ट) नियम में, नियम 6 के खण्ड (2) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“(2) इस नियम के खण्ड (3) में परिभाषित उपबन्धों तथा खण्ड (1) के परन्तुक में आयेदन की आपसी की वापस उपबन्धों के अधीन रहते हुए, संश्लिष्ट आत्यन्तिक हो जाएगा, अर्थात् जिग तारीख को चिकित्सा बोर्ड/प्राधिकारी चिकित्सा प्रमाण-पत्र पर प्रमाणित करना है उस तारीख को निम्नकारी संश्लिष्ट रकम प्राप्त करने का हकदार हो जायेगा। संश्लिष्ट मूल्य का गदाय यथा सम्भव शीघ्र किया जायेगा किन्तु ह्रासित व्यक्ति की वृद्धा में तब तक कोई सदाय नहीं किया जाएगा जब तक संश्लिष्ट की निम्नलिखित स्वीकृति प्राप्त नहीं हो जाती अथवा वह अवधि समाप्त नहीं हो जाती जब तक संश्लिष्ट के आयेदन को वापस लिया जा सकता है। संश्लिष्ट के परिणामस्वरूप पेंशन की रकम में से कमी करना, पेंशन भोगी द्वारा पेंशन के संश्लिष्ट मूल्य की प्रकृति की तारीख से अथवा महालेखापाल द्वारा पेंशनभोगी को पेंशन के संश्लिष्ट मूल्य का सङ्ग्रहण कर लेने के लिए प्राधिकार जारी करने के तीन मास के पश्चात्, दोनों में से जो भी पूर्वतर हो, प्रवृत्तमान हो जायेगा। खजाना अधिकारी, महालेखापाल को सूचित करते हुए, इस तारीख का पेंशन सदाय आयेद के दोनों भागों में दर्ज करेगा।”

[सं० 14(2)-ई०वी० (ए)/75]

एम० एम० एल० महोदय, अवर सचिव

(Department of Expenditure)

New Delhi, the 30th April, 1976

S.O. 3042.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Civil Pensions (Commutation) Rules, namely:—

1. (1) The e rules may be called the Civil Pensions (Commutation) (Amendment) Rules, 1976
- (2) The shall come into force on the date of their publication in the Official Gazette.
2. In the Civil Pensions (Commutation) Rules, for clause (2) of rule 6 the following shall be substituted, namely:—

“(2) Subject to the provisions contained in clause (3) and subject to the provisions for withdrawal of an application contained in the proviso to clause (1) of this rule, the commutation shall become absolute, that is, the pensioner shall become entitled to receive the commuted value, on the date on which the Medical Board/Authority signs the medical certificate. Payment of the commuted value shall be made as expeditiously as possible, but in the case of an impaired life no payment shall be made until either a written acceptance of the commutation has been received or the period within which the application for the commutation may be withdrawn has expired. The reduction in the amount of pension on account of commutation shall become operative from the date of receipt of the commuted value of the pension by the pensioner or three months after the issue of the authority asking the pensioner to collect the commuted value of the pension by the Accountant General, whichever is earlier. This date will

be entered in both halves of the Pension Payment Order by the Treasury Officer under intimation to the Accountant General.”

[No. 14(2) F.V.(A)/75]

S. S. MALHOTRA, Under Secy.

आदेश

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3043.—राष्ट्रपति, केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम, 1965 के नियम 12 के उपनियम (2) के अनुसरण में, लाल बहादुर शास्त्री राष्ट्रीय प्रशासकीय के निदेशक को, भारतीय लेखा परीक्षा तथा लेखा सेवा के लिए चुने गये तथा उक्त प्रशासकीय में प्रशिक्षण प्राप्त करने के लिए भेजे गये किसी भी परीक्षाधीन अधिकारी पर, उक्त नियमों के नियम 11 के खण्ड (i) और (iii) में विनिर्दिष्ट में से कोई भी शास्त्र प्रशिक्षण करने के लिए सशक्त करने है।

[संख्या सी० 11021/1/76-ई०जी० I]

एम० के० दाम, अवर सचिव

ORDER

New Delhi, the 6th August, 1976

S.O. 3043.—In pursuance of sub-rule (2) of rule 12 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby empowers the Director, Lal Bahadur Shastri National Academy of Administration to impose any of the penalties specified in clauses (i) and (iii) of rule 11 of the said rules on any probationer selected for the Indian Audit and Accounts Service and deputed for undergoing training at the said Academy.

[No. C-11021/1/76-EG I]

S. K. DAS, Under Secy.

वाणिज्य मंत्रालय

(नियति उत्पादन विभाग)

नई दिल्ली, 4 अगस्त, 1976

(इलायकी बोर्ड) -

का०आ० 3044.—इलायकी अधिनियम, 1965 (1965 का 42) की धारा 4 की उपधारा (4) के साथ पठित उपधारा (3) के खण्ड (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार प्रो० के० एम० चान्दी के स्थान पर श्री एम० जी० सुन्दरम्, आई०ए०एस को 7 जनवरी, 1976 के अपराह्न से आरम्भ होकर 25 अगस्त, 1978 तक की अवधि के लिए, जिसमें यह तारीख भी शामिल है, इलायकी बोर्ड, एनॉकुलम के अध्यक्ष के पद पर नियुक्त करती है।

व्याख्यात्मक भाषण

इलायकी बोर्ड, एनॉकुलम के अध्यक्ष का पद एक सांविधिक पद है, जिसमें काफी उत्तरदायित्व सम्मिलित है और इसे खाली नहीं रखा जा सकता। प्रो० के० एम० चान्दी को, जिन्होंने खंड बोर्ड के अनिवार्य इलायकी बोर्ड के अध्यक्ष के पद का कार्यभार अस्थायी व्यवस्था के रूप में सम्भाल रखा था, 7-1-76 (अपराह्न) को इस बोर्ड के उत्तरदायित्व से मुक्त कर दिया गया। श्री एम० जी० सुन्दरम्, आई०ए०एस० से, जो हरियाणा सरकार के अन्तर्गत कार्य कर रहे हैं, कहा गया कि वे प्रो० के० एम० चान्दी से इलायकी बोर्ड के अध्यक्ष पद का कार्यभार ले लें। श्री एम० जी० सुन्दरम् ने 7 जनवरी, 1976 के अपराह्न को अध्यक्ष पद का कार्यभार सम्भाल लिया। मंत्रालय को यह तारीख केवल

15-1-76 को कार्यभार रिपोर्ट प्राप्त होने के बाद ही मालूम हुई। अतः श्री सुन्दरम् द्वारा इलायची बोर्ड के अध्यक्ष के पद का कार्यभार ग्रहण करने की गरीब तारीख जाने बिना अधिसूचना पढ़ने जारी करना संभव न था। इसलिए उनके द्वारा किए गए सांविधिक कार्यों को नियमित करने के लिए हम अधिसूचना को भूतलक्षी प्रभाव से लागू करने के अलावा और कोई विचार नहीं है। यहां पर यह भी उल्लेखनीय है कि इसकी भूतलक्षी प्रभाव से लागू करने से इलायची बोर्ड में किसी पर भी प्रतिकूल प्रभाव नहीं पड़ेगा।

[फा० सं० 29(5)/75-प्लांट (बी)]

MINISTRY OF COMMERCE

(Department of Export Production)

New Delhi, the 4th August, 1976

(Cardamom Control)

S.O. 3044.—In exercise of the powers conferred by clause (a) of sub-section (3), read with sub-section (4), of section 4 of the Cardamom Act, 1965 (42 of 1965), the Central Government appoints Shri S. G. Sundaram, IAS, as Chairman, Cardamom Board, Ernakulam for the period commencing from the afternoon of the 7th January, 1976, upto and inclusive of the 25th August, 1978 in the place of Prof. K. M. Chandy.

EXPLANATORY MEMORANDUM

The post of Chairman, Cardamom Board, Ernakulam is a statutory post involving considerable responsibilities and it cannot be kept vacant. Prof. K. M. Chandy, who was holding the charge of the post of the Chairman, Cardamom Board in addition to Rubber Board, as a stop gap arrangement was relieved of the dual responsibilities on 7-1-76 (After Noon). Shri S. G. Sundaram, IAS, working under the Government of Haryana was asked to take over charge of the post of Chairman, Cardamom Board from Prof. K. M. Chandy. Shri S. G. Sundaram took over charge of the post of Chairman on the afternoon of 7th January, 1976. This date was known to the Ministry only on receipt of the Charge Report received on 15-1-76. Thus it was not possible to issue the notification earlier without knowing the exact date of assumption of charge of the post of Chairman, Cardamom Board by Shri Sundaram. There is, therefore, no alternative but to give retrospective effect to this notification in order to regularise the statutory duties performed by him. It may also be stated that this giving of retrospective effect will not adversely affect anybody in the Cardamom Board.

[F. No. 29(5)/75-PLANT(B)]

नई दिल्ली, 5 अगस्त 1976

(काफी नियंत्रण)

का०आ० 3043.—काफी अधिनियम, 1942 (1942 का 7) की धारा 4 की उपधारा (2) के खण्ड (क) के अनुसरण में, केन्द्रीय सरकार श्री एम० वेकटरत्नम्, आई०ए०एस० को, 12 जुलाई, 1976 के पूर्वाह्न से आगामी आदेशों तक काफी बोर्ड, बंगलूर, के अध्यक्ष के रूप में एतद्वारा नियुक्त करती है।

[फा० सं० 9(17)/75-प्लांट (बी)]

एम० महादेव अय्यर, अवर सचिव

New Delhi, the 5th August, 1976

(Coffee Control)

S.O. 3045.—In pursuance of clause (a) of sub-section (2) of section 4 of the Coffee Act, 1942 (7 of 1942), the Central Government hereby appoints Shri M. Venkaratnam, IAS as Chairman, Coffee Board, Bangalore with effect from the forenoon of the 12th July, 1976 until further orders.

[F. No. 9(17)/75-Plant(B)]

S. MAHADEVA IYER, Under Secy.

संयुक्त मुख्य निर्यातक, आयात निर्यात का कार्यालय सी० जी० सी०,

चर्च गेट

बम्बई, 9 जून, 1976

आदेश

का०आ० 3046.—सर्वश्री सेल इन्टरनेशनल लि०, हिन्दुस्तान टाइम्स बिल्डिंग, 18/20 कस्तूरबा गांधी मार्ग, नई दिल्ली के नाम में लाइसेंस अर्थात् अप्रैल, 74—मार्च, 75 के लिए, सामान्य मुद्रा क्षेत्र और यू० के० में इस आदेश के अगले पृष्ठ पर दर्शाई गई मर्रा का आयात करने के लिए 22,051 रुपए और 22,053 रुपए के लिए जारी किए गए आयात ला० सं० पी/एस/8436493/सी/एक्स एक्स/56/बी/39-40 और पी/एस/8436494/आर/एम एल/59/बी/39-40, दिनांक 17-7-75 के सहे प्राधिकार पत्र धारक मर्रा सी० स्टील इण्डस्ट्रीज प्रा० लि० एकक सं० 27 महाबीर इण्डस्ट्रियल इस्टेट, कुरला अन्धेरी रोड बम्बई-72 ने उपर्युक्त लाइसेंसों की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रति की अनुविधि के लिए इस आधार पर आवेदन किया है कि लाइसेंसों की मूल सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियंत्रण-प्रति किसी भी सीमा शुल्क प्राधिकारी के पास पंजीकृत कराए बिना और बिल्कुल भी उपयोग किए बिना ही खो गई या अस्थानस्थ हो गई है। आगे यह बताया गया है कि फर्म को लाइसेंसों की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियंत्रण प्रति की अनुविधि प्रतियां मारे मुख्य 22,054 रुपए और 22,053 रुपए के लिए चाहिए।

2 अपने तर्क के समर्थन में आवेदक ने अवैतनिक महानगरीय मजिस्ट्रेट बम्बई के सामने स्टाम्प कागज पर विधिवत साक्ष्यकित एक शपथ-पत्र दाखिल किया है।

3. मैं मनुष्य हूँ कि ला० सं० पी/एस/8436493/सी/एक्स एक्स/56/बी/39-40 और पी/एस/8436494/आर/एम एल/56/बी/39-40, दिनांक 17-7-75 की मूल सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रति खो गई या अस्थानस्थ हो गई है और निवेश देता हूँ कि लाइसेंसों की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियंत्रण-प्रति की अनुविधि आवेदक को पूरे मुख्य 22,059 रुपए और 22,053 रुपए के लिए जारी की जानी चाहिए। ला० सं० पी/एस/8436493/सी/एक्स एक्स/56/बी/39-40 और पी/एस/8436494/आर/एम एल/56/बी/39-40, दिनांक 7-7-75 की सीमा शुल्क प्रयोजन-प्रति और मुद्रा विनियम नियंत्रण-प्रति रद्द कर दी गई समझी जाए।

[सं० 767/63432/एस एस आई/एन/पी-27/एस-75/आई एण्ड एस/एल-1]

एम० के० जियटोडे, निर्यातक, आयात निर्यात, कृते उप मुख्य निर्यातक, आयात निर्यात

Office of the Chief Controller of Imports and Exports, C.G.O., Churchgate

Bombay, the 9th June, 1976

ORDER

S.O. 3046.—M/s. Dee Cee Steel Industries, Pvt. Ltd. Unit No. 27 Mahavi Indl. Estate Kurla-Andheri Road, Bombay 72, letter of authority holder, against Import Licence No. P/S/8436493/C/XX/56/B/39-40 and P/S/8436494/R/

RML/59/B/39-40 dated 17th July, 1976 for Rs. 22,054/- and Rs. 22,053/- for the import of item as shown on the reverse of this order for the licensing Period April 74/March 75, from G.C.A. & U.K. issued in the name of the canalising agency M/s. SAIL INTERNATIONAL LTD, Hindustan Times Bldg., 18/20, Kasturba Gandhi Marg, New Delhi, have applied for duplicate customs clearance copy and exchange control copies of the above mentioned licences on the ground that the original customs clearance copy and exchange control copy of the licences have been lost or misplaced, without having been registered with any customs authority and unutilised at all. It is further stated that the firm requires the duplicate copies of customs clearance copy and exchange control copy of the licences for full value of Rs. 22,054/- and Rs. 22,053/-.

2. In support of this contention, the applicant has filed an affidavits on stamped paper duly attested before the Honorary Metropolitan Magistrate Bombay.

3. I am satisfied that the original customs clearance copy and exchange control copy of Import Licences No. P/S/8436493/C/XX/56/B/39-40, and P/S/8436494/R/ML/56/B/39-40 dated 17-7-75, have been lost or misplaced and direct that a duplicate customs clearance copy and exchange control copy of the licences should be issued to the applicant for full value of Rs. 22,054/- and Rs. 22,053/-. The original customs clearance copy and exchange control copy of Import Licences No. P/S/8436493/C/XX/56/E/39-40 and P/S/8436494/R/ML/56/B/39-40, dated 17-7-75 may be deemed to have been cancelled.

[No. 767/63432/SSI/N/P-27/AM. 75/I&S/L-I]

S K. GAITONDE, Controller of Imports & Exports,
for Jt. Chief Controller of Imports & Exports.

मुख्य निर्यातक, आयात निर्यात का कार्यालय

दिल्ली, 4 अगस्त, 1976

आवेद

का० आ० 3047.—सर्वथी अपर प्रा० लि० नई दिल्ली को रूप से भुगतान खेल के अन्तर्गत कच्चे माल और नाइट्रोज-सेल्युलोज का आयात करने के लिए आयात ला० सं० पी/डी/2199283/टी/ओ आर/55/एच/39-40 लैम्प दिनांक 8-5-75 प्रदान किया गया था।

2. उन्होंने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क प्रयोजन प्रति उनसे खो गई/अस्थानस्थ हो गई है। लाइसेंसधारी द्वारा आगे यह भी सूचना दी गई है कि लाइसेंस में अप्रयुक्त 3,31,300 रुपए शेष था। लाइसेंस सीमा शुल्क बम्बई के पास पंजीकृत था।

3. अपने तर्क के समर्थन में, आवेदक ने एक शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी सन्तुष्ट है कि आयात लाइसेंस सं० पी/डी/2199283 दि० 8-5-75 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है और निदेश देना है कि उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि आवेदक को जारी की जानी चाहिए। मूल सीमा शुल्क प्रयोजन प्रति रद्द की जानी है।

4. लाइसेंस की सीमा शुल्क प्रयोजन प्रति अलग से जारी की जा रही है।

[सं० लैम्प/1(2)/74-75/आर एम 2/1155]

Office of the Chief Controller of Imports & Exports

New Delhi, the 4th August, 1976

ORDER

S.O. 3047.—M/s. APAR PVT. LTD., New Delhi were granted Import Licence No. P/D/2199283 T/OR/55/H/39-40/

Lamp dated 8-5-75 under RPA for import of Raw Materials & Components and Nitrocellulose.

2. The firm have requested for the issue of duplicate Customs Purposes Copy of the above said licence on the ground that the original Customs Purposes Copy has been lost/misplaced by them. It has been further reported by the licensee that the licence had an un-utilized balance of Rs. 3,31,300/-. The licence was registered with Bombay Customs.

3. In support of their contention, the applicants have filed an affidavit. The under-signed is satisfied that the original Customs Purposes Copy of Import licence No. P/D/2199283 dated 8-5-75 has been lost and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicant. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No Lamp/4(2)/74-75/RM. II/1155]

का० आ० 3048.—सर्वथी अपर प्रा० लि०, नई दिल्ली को सामान्य मुद्रा क्षेत्र से 13,100 रुपए के लिए कच्चे माल और नाइट्रोजेन का आयात करने के लिए आयात ला० सं० पी/डी/2199286/सी/एम्स एम्/55/एच/39-40/लैम्प दि० 8-5-75 प्रदान किया गया था।

2. फर्म ने उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि मूल सीमा शुल्क प्रयोजन प्रति उनसे खो गई/अस्थानस्थ हो गई है। लाइसेंसधारी ने आगे यह भी बताया है कि लाइसेंस में केवल 43,100 रुपया अप्रयुक्त शेष था। लाइसेंस बम्बई सीमा शुल्क के पास पंजीकृत था।

3. अपने तर्क के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है। अधोहस्ताक्षरी सन्तुष्ट है कि आयात ला० सं० पी/डी/2199286 दि० 8-5-75 की मूल सीमा शुल्क प्रयोजन प्रति खो गई है और निदेश देना है कि उपर्युक्त ला० की सीमा शुल्क प्रयोजन प्रति की अनुलिपि आवेदक को जारी की जानी चाहिए। मूल सीमा शुल्क प्रयोजन प्रति रद्द की जाती है।

4. लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति अलग से जारी की जा रही है।

[सं० लैम्प/4(2)/74-75/आर एम-2/1156]

राजिन्द्र सिंह, उपा मुख्य-निर्यातक, आयात-निर्यात
कृते मुख्य-निर्यातक, आयात-निर्यात

S.O. 3048.—M/s. APAR PVT. LTD., New Delhi were granted Import Licence No. P/D/2199286/C/XX/55/H/39-40/Lamp, dt. 8-5-75 under GCA for Rs. 43,100/- only for import of Raw materials and Nitrocellulose.

2. The firm have requested for the issue of duplicate Customs Purposes Copy of the above said licence on the ground that the original Customs Purposes Copy has been lost/misplaced by them. It has been further reported by the licensee that the licence had an un-utilized balance of Rs. 43,100/- only. The licence was registered with Bombay Customs.

3. In support of their contention, the applicants have filed an affidavit. The under-signed is satisfied that the original Customs Purposes Copy of Import Licence No. P/D/2199286 dated 8-5-75 has been lost and directs that a Duplicate Customs Purposes Copy of the said licence should be issued to the applicant. The original Customs Purposes Copy is cancelled.

4. The Duplicate Customs Purposes Copy of the licence is being issued separately.

[No. Lamp/4(2)/74-75/RM. II/1156]

RAJINDER SINGH, Dy. Chief Controller of Imports & Exports

for Chief Controller of Imports & Exports.

आवेद

नई दिल्ली, 6 अगस्त, 1976

का०आ० 3049.—भारतीय राज्य व्यापार निगम लि०, नई दिल्ली को सामान्य मुद्रा क्षेत्र से साप्ताहिक रबड़ का आयात करने के लिए 75,000 रुपए मूल्य का ला० सं० जी/टी/2411840 वि० 2-1-76 प्रदान किया गया था। उन्होंने अपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि के लिए इस आधार पर आवेदन किया है कि उक्त लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति उन से खा गई है। लाइसेंस-धारी द्वारा आगे यह भी सूचना दी गई है कि लाइसेंस भारत में किसी भी पक्ष पर पंजीकृत नहीं कराया गया है।

अपने तर्क के समर्थन में आवेदन ने एक शपथ पत्र वाञ्छित किया है। आधोहस्ताक्षरी सन्तुष्ट है कि ला० सं० जी/टी/2411840 वि० 2-1-76 खा गया है और निदेश देता है कि उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि उसको जारी की जानी चाहिए। लाइसेंस की सीमा शुल्क प्रयोजन प्रति एतद् द्वारा रद्द की जाती है।

ला० सं० जी/टी/2411840 वि० 2-1-76 की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति अलग से जारी की जा रही है।

[मि० सं० एस० टी० सी०/रबड़-260-262/75-76/आर० एम० सेल 1167]

एन० ए० कोहली, उप मुख्य-नियंत्रक

ORDER

New Delhi, the 6th August, 1976

S.O. 3049.—The State Trading Corporation of India Ltd., New Delhi were granted licence No. G/T/241840 dated 2-1-76 for the Import of Synthetic Rubber from G.C.A. to the value of Rs. 75,000/-. They have requested for the issue of duplicate Customs Copy of the above licence on the ground that the Original Customs Copy of the above licence has been lost by them. It has been further reported by the licensee that the licence has not been registered with any port in India.

In support of their contention, the applicant have filed an affidavit. The undersigned is satisfied that Customs Copy of licence No. G/T/2411840 dated 2-1-76 has been lost and direct that Customs Copy of the said licence should be issued to them. The Customs copy of the licence is hereby cancelled.

Duplicate Customs Copy of licence No. G/T/2411840 dated 2-1-76 is being issued separately.

[File No. SIC/RUBBER-260-262/75-76/RM CELL 1167]

N. A. KOHLY, Dy. Chief Controller.

उद्योग और नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति और सहकारिता विभाग)

नई दिल्ली, 4 अगस्त, 1976

का०आ० 3050.—केन्द्रीय सरकार, अग्रिम सचिवा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन विषय व्यापार चम्बर लिमिटेड मुजफ्फर नगर द्वारा मान्यता के स्वीकरण के लिए किये गये आवेदन पर वायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्द्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, उक्त चम्बर को गुड़ की अग्रिम सचिवाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2. एतद्द्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त चम्बर ऐसे निदेशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिये जाएं।

[सं० 12 (12)-आई०टी०/76]

MINISTRY OF INDUSTRY & CIVIL SUPPLIES

(Department of Civil Supplies & Corporation)

New Delhi, the 4th August, 1976

ORDER

S.O. 3050.—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Vijai Beopur Chamber Limited, Muzaffarnagar, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said chamber for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Chamber shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(12)-IT/76]

का०आ० 3051.—केन्द्रीय सरकार, अग्रिम सचिवा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन आगरा मर्चेन्ट्स चम्बर लि०, आगरा द्वारा मान्यता के स्वीकरण के लिए किये गये आवेदन पर वायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्द्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, उक्त चम्बर को गुड़ की अग्रिम सचिवाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2. एतद्द्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त चम्बर ऐसे निदेशों का अनुपालन करेगा जो वायदा बाजार आयोग द्वारा समय-समय पर दिये जाएं।

[सं० 12 (13)-आई०टी०/76]

S.O. 3051.—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Agra Merchants' Chamber Ltd., Agra, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Chamber for a further period of one year from the 10th August, 1976 upto the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Chamber shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(13)-IT/76]

का०आ० 3052.—केन्द्रीय सरकार, अग्रिम संधिदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन लुधियाना ग्रैन एक्सचेंज लिमिटेड, लुधियाना द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर बायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अग्रिम संधिदाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो बायदा बाजार आयोग द्वारा समय-समय पर दिये जाएंगे।

[सं० 12 (14)-आई०टी०/76]
अ० मुबई, उप सचिव

S.O. 3052.—The Central Government, in consultation with the Forward Markets Commission, having considered the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Ludhiana Grain Exchange Limited, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 upto the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(14)-IT/76]
A. MUBAYI, Dy. Secy.

नई दिल्ली, 9 अगस्त, 1976

का०आ० 3053.—केन्द्रीय सरकार, अग्रिम संधिदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन हरियन एक्सचेंज लिमिटेड, अमृतसर द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर बायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अग्रिम संधिदाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो बायदा बाजार आयोग द्वारा समय-समय पर दिये जाएंगे।

[सं० 12 (15)-आई०टी०/76]

New Delhi, the 9th August, 1976

S.O. 3053.—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Indian Exchange Ltd., Amritsar, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2 The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(15)-IT/76]

का०आ० 3054.—केन्द्रीय सरकार, अग्रिम संधिदा (विनियमन) अधिनियम, 1952 (1952 का 74) की धारा 5 के अधीन शाहुपुरी फारवर्ड एक्सचेंज लिमिटेड, कोल्हापुर द्वारा मान्यता के नवीकरण के लिए किये गये आवेदन पर बायदा बाजार आयोग के परामर्श से विचार करके और यह समाधान हो जाने पर कि ऐसा करना व्यापार के हित में और लोकहित में भी होगा, एतद्वारा उक्त अधिनियम की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त एक्सचेंज को गुड़ की अग्रिम संधिदाओं के बारे में, 10 अगस्त, 1976 से 9 अगस्त, 1977 (जिसमें ये दोनों दिन भी सम्मिलित हैं) की एक वर्ष की अतिरिक्त कालावधि के लिए मान्यता प्रदान करती है।

2 एतद्वारा प्रदत्त मान्यता इस शर्त के अधीन है कि उक्त एक्सचेंज ऐसे निर्देशों का अनुपालन करेगा जो बायदा बाजार आयोग द्वारा समय-समय पर दिये जाएंगे।

[सं० 12 (16)-आई०टी०/76]

बी० एन० लाल, अवर सचिव

S.O. 3054.—The Central Government having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under Section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Shahupuri Forward Exchange Ltd., Kolhapur and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by Section 6 of the said Act, recognition to the said Exchange for a further period of one year from the 10th August, 1976 to the 9th August, 1977 (both days inclusive) in respect of forward contracts in gur.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[F. No. 12(16)-IT/76]

B. N. LALL, Under Secy.

भारतीय मानक संस्था

नई दिल्ली, 1976-07-26

क्रा० आ० 3055.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-4948 जिसके अग्रे नीचे अनुसूची में दिए गए हैं फर्म का नाम निर्यात जाने के कारण 1-6-1976 से रद्द कर दिया गया है —

अनुसूची

क्रम संख्या	लाइसेंस संख्या और तिथि	लाइसेंस धारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्संबंधी भारतीय मानक
1	2	3	4	5
1.	सीएम/एल-4948 1976-01-09	सर्वश्री विद्युत मेटलिक्स प्रा० लि०, सेफटी रेजर ब्लेड मार्क : 'टोपाज और थेम्स' आकबर बागले इंडस्ट्रियल इस्टेट बम्बई-आगरा मार्ग, थाना-400006	IS : 7371—1975 सेफटी रेजर ब्लेड की विशिष्ट	[सी एम डी/55 : 4948]

INDIAN STANDARDS INSTITUTION

New Delhi, 1976-07-26

S. O. 3055. —In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-4948 particulars of which are given below has been cancelled with effect from 1-6-1976 on account of/due to change in name of the firm:-

SCHEDULE

Sl. No.	Licence No. and Date	Name & Address of the Licensee	Article/Process Governed by the Licensees Cancelled	Relevant Indian Standard
1	2	3	4	5
1.	CM/L-4948 1976-01-09	M/s Vidyut Metalics Pvt. Ltd., P. O. Wagle Industrial Estate, Bombay—Agra Road, Thana-400006.	Safety Razor Blades Brand : 'TOPAZ AND THAMES'	IS : 7371—1975 Specification for Safety Razor Blades.

[CMD/55 : 4948]

नई दिल्ली, 1976-08-02

क्रा० आ० 3056.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन मुहर) विनियम 1955 के विनियम 14 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या सी एम/एल-697 जिसके अग्रे नीचे दिए गए हैं लाइसेंसधारी, का नाम सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स प्राइवेट लिमिटेड से बदल कर सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स लिमिटेड हो जाने के कारण 15 जून, 1976 से रद्द कर दिया गया है —

अनुसूची

क्रम संख्या	लाइसेंस संख्या और तिथि	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्संबंधी भारतीय मानक
1	2	3	4	5
1.	सीएम/एल-697 1964-06-25	सर्वश्री मद्रास इलेक्ट्रिकल कंडक्टर्स प्रा० लि० 37 आर्काट रोड, कोडम्बक्कम् मद्रास-600026	शिरोपरि पावर प्रेषण कार्य के लिए सख्त खिन्ने लड़दार एलुमिनियम और इस्पात की कोर वाले एलुमिनियम बालक	IS : 398—1961 शिरोपरि पावर प्रेषण कार्य के लिए सख्त खिन्ने लड़दार एलुमिनियम और इस्पात की कोर वाले एलुमिनियम बालक की विशिष्ट (पुनरीक्षण)

[सी एम डी / 55 : 697]

ए० बी० राय, उप-महानिदेशक

New Delhi, the 2nd August 1976

S.O. 3056.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-697 particulars of which are given below has been cancelled with effect from 15 June 1976 due to change in licensee's name from M/s. Madras Electrical Conductors Private Ltd. to M/s. Madras Electrical Conductors Ltd.:—

SCHEDULE

Sl. No.	Licence No. and Date	Name & Address of the Licensee	Article/Process Covered by the Licensees Cancelled	Relevant Indian Standards
1	2	3	4	5
1.	CM/L-697 1964-06-25	M/s Madras Electrical Conductors Private Ltd., 37, Arcot Road, Kodambakkam, Madras-600026	Hard-Drawn Stranded Aluminium and Steel-cored Aluminium Conductors for overhead Power Transmission Purposes.	IS : 398—1961 Specification for hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes. (Revised)

[CMD/55 : 697]

A. B. RAO, Deputy Director General

पेट्रोलियम और रसायन मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 28 जुलाई, 1976

कां.आ. 3057.—यतः पेट्रोलियम, पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधिन भूमि सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना कां.आ. सं. 2929 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिये अर्जन करने का भार आण्य घोषित कर दिया था।

और यतः सक्षम प्राधिकारी की उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुये केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिये एतद् द्वारा अर्जित किया जाता है।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी संधकों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा।

अनुसूची

रुद्रसागर लकवा ट्रंक पाइप लाइन से लकवा जी० जी० एस० नम्बर 6 का जंक्शन पाइन्ट पर्यन्त पाइप लाइन

राज्य : असम	जिला : शिवसागर	तालुक : शिलाकुटी			
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेन्टी ऐरे	
डिहिंगिया कुंवर गांव	846 ख	0	4	28	
	1191 घ	0	2	14	
	1190 ख	0	2	41	
	1204 ख	0	1	20	

[सं० 12020/3/75-एल० एण्ड एल-1]

MINISTRY OF PETROLEUM & CHEMICALS

(Department of Petroleum)

New Delhi, the 28th July, 1976

S.O. 3057.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2929 Dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Rudrasagar Lakwa Trunk Pipeline to Junction point of Lakwa, G.G.S. No. 6

State : Assam	District : Sibsagar	Taluk : Silakuti			
Village	Survey No.	Hectare	Acre	Centiare	
Dehingia Konwar	846 kha	0	4	28	
Gaon	1191 Gha	0	2	14	
	1190 Kha	0	2	41	
	1204 Kha	0	1	20	

[No. 12020/3/75-L & L/I]

का० भा० 3058.—यतः पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तर्गत भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० भा० सं० 2930 तारीख 20-8-75 द्वारा केन्द्रीय सरकार के उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था ।

और यतः सक्षम प्राधिकारी के उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी संघकों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा ।

अनुसूची

लकवा कूप नम्बर 109, 64 से लकवा जी० जी० एस० नम्बर 6 तक की पाइप लाइन

राज्य : आसाम	जिला : शिवसागर	तालुक : शिलाकुटी		
ग्राम	सर्वेनम्बर	हेक्टर	ऐरे सेन्टी ऐरे	
1	2	3	4	5
डिहिंगिया कुंवर गाँव	316 ख	0	1	07
	317 ख	0	1	07
	319 ख	0	1	07
	322 ख	0	1	61
	329 ख	0	1	61
	331 ख	0	2	41
	332 ख	0	2	14
	333 ख	0	2	14
	334 ख	0	2	14
	335 ख	0	4	28
	339 ख	0	1	74
	340 ख	0	1	74
	341 ख	0	1	87
	342 ख	0	0	94
	345 ख	0	1	61
	402 ख	0	2	54
	403 ख	0	15	39
	416 ख	0	2	14
	417 ख	0	2	27
	418 ख	0	1	61
	419 ख	0	0	94
	420 ख	0	2	27
	421 ख	0	2	27
	422 ख	0	2	81
	423 ख	0	0	67

1	2	3	4	5
	424 ख	0	2	14
	483 ख	0	2	14
	484 ख	0	3	34
	485 ख	0	1	87
	486 ख	0	1	20
	487 ख	0	2	94
	488 ख	0	2	14
	489 ख	0	1	20
	490 ख	0	0	40
	526 ख	0	4	95
	527 ख	0	0	67
	1178 ख	0	1	47
	1182 ख	0	1	47
	1183 ख	0	1	34
	1185 ख	0	1	74
	1186 ख	0	2	81
	1187 ख	0	1	61
	1207 ख	0	4	55
	1260 ख	0	3	21

[सं० 12020/3/73-एस० एण्ड एस० II]

S.O. 3058--Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2930 dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines ;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification ;

Now therefore in exercise of the power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines ;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Lakwa Well No. 109 (LBD) and 64 to Lakwa GGS No. 6.

State : Assam	District : Sibsagar	Taluka : Silakuti		
Village	Survey No.	Hectare	Aro	Centiare
1	2	3	4	5
Dehingia Konwar	316 Kha	0	1	07
Gaon	317/Kha	0	1	07
	319/Kha	0	1	07
	322/Kha	0	1	61
	329/Kha	0	1	61
	331/Kha	0	2	41
	332/Kha	0	2	14
	333/Kha	0	2	14
	334/Kha	0	2	14

(1)	(2)	(3)	(4)	(5)
Dehingia Konwar	335/Kha	0	4	28
Gaon—Contd.	339/Kha	0	1	74
	340/Kha	0	1	74
	341/Kha	0	1	87
	342/Kha	0	0	94
	345/Kha	0	1	61
	402/Kha	0	2	54
	403/Kha	0	15	39
	416/Kha	0	2	14
	417/Kha	0	2	27
	418/Kha	0	1	61
	419/Kha	0	0	94
	420/Kha	0	2	27
	421/Kha	0	2	27
	422/Kha	0	2	81
	423/Kha	0	0	67
	424/Kha	0	2	14
	483/Kha	0	2	14
	484/Kha	0	3	34
	485/Kha	0	1	87
	486/Kha	0	1	20
	487/Kha	0	2	94
	488/Kha	0	2	14
	489/Kha	0	1	20
	490/Kha	0	0	40
	526/Kha	0	4	95
	527/Kha	0	0	67
	1178/Kha	0	1	47
	1182/Kha	0	1	47
	1183/Kha	0	1	34
	1185/Kha	0	1	74
	1186/Kha	0	2	81
	1207/Kha	0	4	55
	1260/Kha	0	3	21
	1187/Kha	0	1	61

[No. 12020/3/75-LL&II]

का० आ० 3059.—यतः पेट्रोलियम, पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 2931 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों की बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी के उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का अविशेष्य किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिये एतद्वारा अर्जित किया जाता है।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक

गैस आयोग में, सभी संघर्षों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विहित होगा।

अनुसूची

लक्ष्मी कूप नम्बर ९१ से लक्ष्मी जी० जी० एम० नम्बर 7 तक की

पाइप लाइन

राज्य	अयम	जिला	शिवसागर	तालुक	शिलाकुटी
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेंटी ऐरे	
सूर्यमथुरापुर	349 खा	0	19	10	

[सं० 12020/3/75-एल एण्ड एल-III]

S.O. 3059.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2931 dated 20-8-75 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now therefore in exercise of the Power conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Lakwa Well No. 81 to Lakwa GGS No. 7.

State : Assam	District : Sibsagar	Taluk : Silakuti			
Village	Survey No.	Hectare	Are	Centiare	
Sorumothurapur	349 Kha	0	19	10	

[No. 12020/3/75-L&L/III]

का० आ० 3060.—यतः पेट्रोलियम पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 2932 तारीख 20-8-75 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों की बिछाने के प्रयोजन के लिये अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी के उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यह: केन्द्रीय सरकार न उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्देशन किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का योग करने हुए केन्द्रीय सरकार एन० द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाछप लाइन विद्यमान के प्रयोजन के लिए एन० द्वारा अर्जित किया जाता है।

और, आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विलिप्त होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी मचका से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को विद्यमान होगा।

अनुसूची

लकवा कूप नम्बर, 79, 80 और 81 से लकवा जी० जी० एम० नम्बर 7 तक की पाछप लाइन।

राज्य: असम	जिला: शिवसागर	तालुका: शिलाकुटी		
ग्राम	सर्वे नम्बर	हेक्टर	ऐरे	सेटी ऐरे
	-- 9ग	0	20	60
सोला चाय बगीचा	-- 9न	0	2	68
	-- 9ज	0	0	54
	-- 9ठ	0	6	69

[सं० 12020/3/75-एल एण्ड एल-4]

टी० पी० सुब्रमनियन, अवसर सचिव

S.O. 3060.—Whereas by a notification of the Govt. of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) S.O. No. 2932 Dated 20-8-1975 under sub-section (1) of Sec. 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act., 1962 (50 of 1962) the Central Government declared its intention to acquire the right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now therefore in exercise of the Power conferred by sub-section (1) of the section 6 of the said Act., the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipelines;

And further in exercise of the power conferred by sub-section (4) of that Section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

Pipeline from Lakwa Well Nos. 79, 80 and 81 to Lakwa GGS No. 7

State : Assam	District : Sibsagar	Taluk : Silakuti		
Village	Survey No	Hetare	Are	Centiare
	9 Ga	0	20	60
Sola Chah Bagicha	9 Na	0	2	68
	9 Jha	0	0	54
	9 Tha	0	6	69

[No. 12020/3/75-L&L/IV]

T. P. SUBRAMANIAN Under Secy.

नौवहन और परिवहन मंत्रालय (परिवहन पक्ष)

नई दिल्ली, 6 अगस्त, 1976

का० आ० 3061.—दिल्ली परिवहन (निगम सदस्य) नियम 1973 के नियम 3 और 5 के साथ पठित मद्रक परिवहन निगम अधिनियम, 1950 (1950 का 61) की धारा 5 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एन० द्वारा एन० ए० नारायणन, अवसर सचिव, नौवहन और परिवहन मंत्रालय, श्री एस० पी० माहना, उप वित्त सहायकार, नौवहन और परिवहन मंत्रालय (वित्त विभाग) और श्री कृष्ण प्रताप, परिवहन निदेशक, दिल्ली प्रशासन, दिल्ली का दिल्ली परिवहन निगम के सदस्य के रूप में नियुक्त करने हैं और नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या गा० आ० 338 (ई) दिनांक 1 मई, 1976 से निम्नलिखित और गणोधन करती है, अर्थात्:—

उक्त अधिसूचना के पैराग्राफ 1 में

(क) मद 1 और 2 और तत्संबंधी प्रविष्टियों के लिए निम्नलिखित मद और प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

“(1) श्री एन० ए० ए० नारायणन, अवसर सचिव
नौवहन और परिवहन मंत्रालय

(2) श्री एस० पी० माहना, उप वित्त सहायकार,
(नौवहन और परिवहन मंत्रालय)
(वित्त विभाग)”

(ख) मद (9) और तत्संबंधी प्रविष्टि के बाद निम्नलिखित मद और प्रविष्टि रखी जाएगी, अर्थात्:—

“(10) श्री कृष्ण प्रताप, परिवहन निदेशक, दिल्ली प्रशासन, दिल्ली”।

[सं० टी० जी० डी (59)/76]

बी० बी० महाजन, सयुक्त सचिव

New Delhi, the 6th August, 1976

MINISTRY OF SHIPPING AND TRANSPORT (Transport Wing)

S.O. 3061.—In exercise of the powers conferred by Sub-section (1) of section 5 of the Road Transport Corporations Act, 1950 (64 of 1950), read with rules 3 and 5 of the Delhi Transport Corporation (Members) Rules, 1973, the Central Government hereby appoints Shri N. A. A. Narayanan, Under Secretary, Ministry of Shipping and Transport, Shri S. P. Mahana, Deputy Financial Adviser, Ministry of Shipping and Transport, (Finance Division) and Shri Krishan Pratap, Director of Transport, Delhi Administration, Delhi as Members of the Delhi Transport Corporation and makes the following further amendments in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S. O. 338 (E), dated the 1st May, 1976, namely:—

In paragraph 1 of the said notification,—

(a) for items (i) and (ii) and the entries relating thereto the following items and entries shall be substituted, namely:—

“(i) Shri N. A. A. Narayanan,
Under Secretary,
Ministry of Shipping and Transport.

(ii) Shri S. P. Mahana, Deputy Financial Adviser,
(Ministry of Shipping and Transport)
(Finance Division)

(b) After item (ix) and the entry relating thereto, the following item and entry shall be inserted namely:—

“(x) Shri Krishan Pratap, Director of Transport, Delhi Administration, Delhi”.

[No. TGD(59)/76]

B. B. MAHAJAN, Joint Secy.

अम मन्त्रालय

अविश

नई दिल्ली, 28 फरवरी, 1976

का० आ० 3062.—केन्द्रीय सरकार की राय है कि उससे उपावद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री चित्तर लाल, खान स्वामी, पुत्र श्री केगरीलाल, डाकघर लम्बाखो, जिला बन्दी की लम्बाखो वलुआ पत्थर खान के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 7A और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठामीन अधिवारी श्री यू०००माथुर होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या श्री चित्तरलाल, खान स्वामी डाकघर और गाँव लम्बाखो जिला बन्दी को बन्दी (राजस्थान जिले में लम्बाखो वलुआ पत्थर खान में नियोजित कर्मकार किन्ही राष्ट्रीय और त्योहार के दिनों के लिए गैरवर्तन छुट्टियों की सजुरी के हकदार है ? यदि हाँ, तो किन अवसरों पर और किस शर्त से ?

[सं० एल-29011/5/76-डी-III (बी)]

MINISTRY OF LABOUR

ORDER

New Delhi, the 28th February, 1976

S.O. 3062.—Whereas the Central Government is of opinion that an industrial dispute exists between the employees in relation to the management of Lambakho Sand Stone Mine of Shri Chittarlal, Mine Owner, son of Shri Kesilal, Post Office Lambakho District Bundi and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri U. N. Mathur shall be the Presiding Officer with headquarters at Jaipur and refers the said dispute for adjudication to the said Industrial Tribunal at Jaipur.

SCHEDULE

Whether the workmen employed in Lambakho Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Chittarlal, Mine Owner, post and Village Lambakho, District Bundi are entitled for grant of any paid national and festival holidays? If so, on what occasions and from which year?

[No. I. 29011/5/76/D III(B)]

अविश

नई दिल्ली, 31 मई, 1976

का० आ० 3063.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में वेस्टर्न कोल फील्ड्स लिमिटेड की कोरबा कोलियरी, कोरबा सब एरिया, कोरबा के प्रबंध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7-क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या वेस्टर्न कोल फील्ड्स लिमिटेड की राजगामर कोलियरी, डाकघर कोरबा एरिया कोरबा के प्रबंधन की इससे उपावद्ध अनुसूची में उल्लिखित श्रमिकों को केन्द्रीय कोयला मजदूरी बोर्ड की निकारिशों के अनुसार प्रत्येक के नाम के समक्ष विनिर्दिष्ट श्रेणी में नियुक्त न करने की कार्यवाही न्यायित है ? यदि नहीं, तो उक्त कर्मकार किस अनुवर्ग के हकदार हैं और किम तारीख से ?

अनुसूची

क्रमांक	नाम	पदनाम	नियुक्ति की तारीख
1	श्री हेथराम पुत्र दवाराम	ट्रैम्पर	23-7-74
2	श्री महेन्द्र पुत्र जयराम	यथोक्त	23-7-74
3	श्री कानिकराम पुत्र चमरू	टिम्बरमैन	23-7-74
4	श्री सुकुलराम पुत्र का सीराम	कोलकट्टर लोडर	10-10-74
5	रामाधर पुत्र कन्हैया	ड्रिलर	23-7-74
6	श्री जैतराम पुत्र लालाराम	ड्रेसर	23-7-74
7	श्री लक्ष्मण पुत्र गंगाराम	लोडर	22-7-74
8	श्री मंगलू पुत्र आनन्दराम	लैम्प रूम एटेंडेंट	23-7-74
9	श्री जगन्नाथ पुत्र यथोरी	लोडर	18-5-85

[संख्या एल-2712/20/75-डी III बी०]

ORDER

New Delhi, the 31st May, 1976

S.O. 3063.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Korba Colliery of Western Coalfields Limited Korba Sub-Area, Korba and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur constituted under section 7A to the said act.

SCHEDULE

Whether the action of the management of Rajgamar Colliery of Western Coalfields Limited, Korba Area, Korba, is justified in not placing the workmen mentioned in the annexure hereto in the category specified against each name in accordance with the Central Coal Wage Board Recommendations? If not, to what relief are the said workmen entitled and from what date?

ANNEXURE

S. No.	Name	Designation	Date of appointment
1.	Shri Hethram S/o Dayaram	Trammer	23-7-74
2.	Shri Mohandra S/o Jairam	Do.	23-7-74
3.	Shri Kartikram S/o Chamroo	Timberman	23-7-74
4.	Sukulram S/o Kasiram	Coal Cutter Loader	10-10-74
5.	Shri Ramadhar S/o Kanhaiya	Driller	23-7-74
6.	Shri Jaitram S/o Lalaram	Dresser	23-7-74
7.	Shri Laxman S/o Gangaram	Loader	22-7-74

Sr. No.	Name	Designation	Date of Appointment
8.	Shri Mangaloo S/o Anandram	Lamp room attendant	23-7-74
9.	Shri Jagnath S/o Aghori	Loader	18-5-75

[No. L-22012/20/75-DIIB]

New Delhi, the 6th August, 1976

S.O. 3064.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of South Jharia Colliery of Messrs Bharat Coking Coal Ltd., Post Office Jharia and their workmen, which was received by the Central Government on the 24th July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 71 of 1975

[In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947].
(Ministry's Order No. L-20012/135/72/LRII/D. IIIA, dt. 18-6-75)

PARTIES :

Employers in relation to the management of Alkusa South Colliery of Messrs. Bharat Coking Coal Ltd., Post Office Kustore, District Dhanbad

AND

Their Workmen.

APPEARANCES :

On behalf of the Employer.—Shri S. S. Mukherjee, Advocate.

On behalf of the Workmen.—Shri S. Pal, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

AWARD

The case was heard on the preliminary point raised by Bharat Coking Coal Ltd. that the reference is not maintainable against the Bharat Coking Coal Ltd. in whom the ownership of Alkusa South Colliery vested with effect from 1-5-72. The reference poses the question if the action of the Custodian of the said colliery is justified in terminating the services of the concerned workmen with effect from 11th February, 1972. So we are concerned with the Custodian's action and his liability. Who is this Custodian? Admittedly he was the person in whom the management of the colliery vested w.e.f. 17-10-71. The liability if any for this termination could have been of the Custodian, if at all. After the nationalisation of coal mines, it is not the custodian but it is the Government Company i.e. B. C. C. Ltd. in whom the ownership has vested w.e.f. 1-5-72. The industrial dispute as per the order of Reference is said to be existing between the management of Alkusa South Colliery owned by B. C. C. Ltd. and their workmen. As the custodian is not a party in this reference and no industrial dispute exists as per order of reference between the Custodian and their workmen, there can be no question of making the Custodian liable for his alleged action. Then the question arises if the successor B.C.C.L. after the nationalisation can be made liable, if at all, for the action of the Custodian. Now Section 9(1) of the Nationalisation Act provides for the liability of the owner, agent manager in relation to any period prior to the appointed day i.e. 1-5-72. As prior to 1-5-72 the management was only taken over, the Custodian can at best be said to be the agents or Manager (one who manages) of the private owner prior to 1-5-72. In that sense the Custodian may have some liability. Custodian is not a party in this reference. Be that as it may, Section

9(2) (a) and (b) overrides section 9(1) in a sense. According to Sec. 9(2)(a) no claim prior to 1-5-72 can be enforced against Central Government or Government Company. Section 9(2)(b) provides that no award, order of any Court or Tribunal passed after 1-5-72 for a claim arising before 1-5-72 shall be enforceable against Central Govt. or Govt. company. The claim in this case is for a period prior to 1-5-72 and so the claim of the concerned workman is hit by Section 9(2)(a). Then the award if any passed now will be an award or order passed after appointed day i.e. 1-5-72 for a claim or dispute which accrued prior to 1-5-72 (appointed day). So the claim or dispute of the workmen is also hit by Sec. 9(2)(b). The BCCL is the Government Company after vesting of ownership of the coal mines. In any view of the matter the B.C.C. Ltd. cannot be roped in in view of the law stated above.

Accordingly I find that the reference is not maintainable against Bharat Coking Coal Limited, and the same fails on this ground.

This is my award.

19th July, 1976.

K. K. SARKAR, Presiding Officer.

[No. L-20012/135/72-LRII/DIIIA]

S.O. 3065.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Ltd., P. O. Kusunda and their workmen, which was received by the Central Government on the 26th July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 82 of 1975

In the matter of an industrial dispute under Section 10

(1)(d) of the Industrial Disputes Act, 1947.

(Ministry's Order No. L-20012/77/75/D. IIIA, Dated 18-7-1975.)

PARTIES :

Employers in relation to the management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad

AND

Their Workmen.

APPEARANCES :

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the Workmen.—Shri B. Lal, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

AWARD

The Government of India, Ministry of Labour sent the above reference to this Tribunal for adjudication of the industrial dispute involved with the following issues framed :—

(1) Whether the action of the management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, in dismissing Shri Saijoo Vishwakarma, Welder, with effect from 20th December, 1974 is justified,

(2) If not, to what relief is the said workmen entitled?

The case of the employers in short is that the concerned workman was issued a chargesheet dated 6th September, 1974 for misconduct and for causing obstructions to the work in progress. The concerned workman submitted his explanation on 9-9-74 denying the allegation. As the explanation was not found satisfactory a domestic enquiry was held to enquire into the charges levelled against him. The enquiry officer submitted his report holding the con-

cerned workman guilty of charges of misconduct and obstruction to the work in progress. The findings of the enquiry officer were accepted and the concerned workman was dismissed from the service on 20th December, 1974. The case of the workmen in short is that the concerned workman was working for about 15 years as permanent employee at the said colliery. He also happens to be the Branch Secretary of the Colliery Engineering Worker's Association. It is alleged that due to trade union activities of the concerned workman the management got annoyed with him. The charges framed against the concerned workman are all false and concocted. The enquiry that was held was perfunctory and the findings of the enquiry officer was perverse; the workmen was not given proper chances to defend his case fearlessly which was in violation of principles of natural justice. It is submitted that there could be no question of the concerned workman misbehaving with Shri R. Jha, Assistant Manager of the Colliery as at the relevant time Shri Jha was on underground duty.

2. As a domestic enquiry was held in connection with the charges levelled against the concerned workman a preliminary point was taken up with regard to the validity and legality of the domestic enquiry. The fact that a domestic enquiry was held is not denied. The allegation of the workmen in their written statement is that the domestic enquiry that was held was perfunctory and the concerned workman was not given chances to defend him fully in violation of the principles of natural justice. In the written statement, however, no facts have been pleaded which go to make the enquiry perfunctory and no facts have also been pleaded to show how the principles of natural justice were violated in conducting the enquiry. The concerned workman Shri Sarjoo Vishwakarma was examined himself as WW1 before me and in his examination-in-chief he has not stated anything about the violation of principles of natural justice or denial of opportunity given to him to defend his case. On the other hand the enquiry officer Shri R. P. Singh who was Personnel Officer of Bahihari Colliery of B.C.C. Ltd. who held the enquiry was examined as MW1. His evidence is that the concerned workman was present in the enquiry. He further says that the evidence was recorded by him and read over to the concerned workman and was also explained to him in Hindi. The concerned workman cross-examined the management's witnesses and enquiry officer recorded the statement of the concerned workman as given to him. The workman did not examine his own witness. The enquiry officer has proved the proceedings of enquiry conducted by him which were recorded by him in his own hand in Hindi and these proceedings bear the signatures of the witnesses concerned and also of the enquiry officer (Ext. M3). He further says that the concerned workman declined to sign the pages of the enquiry proceedings. The enquiry officer also proved his report under his signature (Ext. M4). It does not appear that the concerned workman at the relevant time or immediately thereafter made a complaint about the violation of the principles of natural justice or denial of opportunity to defend his own case. In view of the evidence on record I am inclined to hold that the domestic enquiry was properly held by the enquiry officer. That is one side. The concerned workman in the written statement filed alleges that the whole incident is concocted, as it will evident from Attendance Register that at the relevant time Shri R. Jha was working underground though the incident is reported to have taken place overground. Before considering this allegation of the concerned workman it is necessary to see what was his reply to the chargesheet. It appears that he had given a reply to the chargesheet (Ext. M2) and it is nowhere stated in above reply to the chargesheet that at the relevant time Shri R. Jha was on duty underground. This was a very important point so far the concerned workman is concerned and his omission to mention the above fact in reply to the chargesheet is very much significant. On the other hand he has stated in the reply of the chargesheet that he was told to weld the cast iron coupling which was refused on valid grounds and here was no altercation nor any quarrel. There is no explanation before me as to why that important fact was omitted in the chargesheet. It is true that the Attendance Register which was filed for the first time before me (Ext. W2) shows the duty of Shri R. Jha underground at the relevant period. The enquiry officer sought to judge the whole thing from the evidence adduced before him and it appears from the evidence that neither the employers nor the workmen produced attendance register before him. It does not also appear that the work-

men had insisted on the production of the Attendance Register before the enquiry officer. The Tribunal get jurisdiction to consider the evidence adduced before him only when the question of dismissal is at large before the Tribunal. At this stage we have started dealing with the legality and validity of the domestic enquiry. Confining my attention to the evidence as recorded in the domestic enquiry it appears from the evidence of Shri Bishun Singh and Rati Ram two independent witnesses examined at the instance of the enquiry officer that there were some talks between Shri Jha and the concerned workman at the relevant time though the above witnesses did not hear the subject matter of the talks between them. Shri Mukherjee another Officer of the Colliery who was examined before the enquiry officer also says that there were some talks between Shri R. Jha and the concerned workman and he has spoken about the talks to some extent. So from the materials that were placed before the enquiry officer, the only plausible conclusion is that there were some talks between the concerned workman and Shri Jha at the relevant time. The question may arise how Shri Jha could have been present on surface to have talks with the concerned workman when in the Attendance Register he has been shown underground. There may be so many circumstances which could make it possible for Shri Jha to come out at that time, and in the absence of material before me and in the absence of specific allegation in reply to the chargesheet of the concerned workman about Shri R. Jha remaining underground at the relevant period, I do not think it proper to speculate as to how this happened. Analysing the evidence I am inclined to believe that there were some talks between Shri R. Jha and the concerned workman at the relevant time. I may now come to the findings of the enquiry officer. It appears that he held the enquiry on three counts of charges i.e. (1) disorderly behaviour (2) damage to work in progress and (3) abatement or attempt at abatement of any of the above acts of misconducts, in accordance with the clause 27(5)(9) and (20) of the Standing Orders applicable to the Colliery. He the enquiry officer, found the concerned workman guilty of the charge of disorderly behaviour and causing damage to work in progress. He however did not find him guilty of the charge of abatement of or attempt at abatement as stated above. I have carefully gone through the chargesheet issued to the concerned workman Ext. M1 and fail to find inspite of great efforts that there was any charge of causing damage to work in progress and abatement or attempt at abatement of any of the above acts as stated above. The enquiry officer examined as MW1 candidly admits that there was no charges against the concerned workman of causing damage to work in progress and abatement of or attempt at abatement. I do not for myself understand how the enquiry officer could read between the lines of the chargesheet that there was any charge of causing damage to work in progress or abatement of or attempt of abatement. He was examined before me and there was no attempt to clarify the position. Naturally therefore I am inclined to observe that the enquiry officer did overdo his work. This overdoing on the part of the enquiry officer, that is in holding the enquiry into the charges which were not there, and finding the concerned workman guilty of a charge which he was not charged with in the chargesheet does not go by itself but it might have gone a long way in influencing the management to order his dismissal. In other words if the workman was found guilty of disorderly behaviour alone, the management could have thought of giving him a punishment lighter than dismissal but when the enquiry officer found him guilty of two charges, it might have gone a long way to aggravate the punishment meted out to the concerned workman. The question may arise in this connection that when an enquiry has been properly held and there was no violation of principles of natural justice, the Tribunal cannot but accept the action of the management, and cannot interfere with the findings of the domestic enquiry. In other words the Tribunal cannot sit in appeal over the findings of the domestic enquiry and substitute its own findings in place of the findings of the enquiry officer. That was surely the law before introduction of Section 11A on the Statute book of industrial law i.e. Industrial Disputes Act. Now, where the employers held a proper and valid domestic enquiry, the Tribunal under Section 11A of the Act, is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself if the misconduct has been established by the evidence at the domestic enquiry. The Tribunal may

disagree with the findings of the enquiry officer and hold that the misconduct is not established by the evidence at the domestic enquiry. The Tribunal may also hold that the misconduct is proved in a properly held enquiry but such established misconduct does not merit punishment by way of discharge or dismissal and may lower the punishment also. In other words what was the satisfaction of the enquiry officer before has given place to the satisfaction of the Industrial Tribunal under the newly added Section 11A on the Statute book. The above finds place in the decision of the Supreme Court in the case of Workmen of Fire Stone Tyre & Rubber Co. vs. Management (1973 1 LLJ 278). On the above authority I make bold to satisfy myself if on reappraisal of the evidence adduced in the domestic enquiry I should or should not interfere with findings of the domestic enquiry. I have already discussed about the enquiry officer holding the concerned workman guilty of a charge which he was not charged with in the chargesheet and its possible repercussion on the matter of awarding punishment to the concerned workman. That apart, I may probe further in the evidence that was adduced before the Enquiry Officer. Shri R. Jha the complainant has stated in detail before the enquiry officer as to what talks exchanged between the concerned workman and him, how the concerned workman got excited and how the concerned workman told him that he would see Shri R. Jha and would also get him dismissed. Admittedly, Shri K. Mukherjee, Executive Engineer who was examined as MW 2 before the enquiry officer was present at the scene and he does not appear to have corroborated Shri R. Jha in the vital portions. It appears from the evidence of Shri Mukherjee that there was some exchange of words between the concerned workman and Shri R. Jha over introduction of a coupling underground and thereafter the concerned workman practically stopped. Shri R. Jha it appears introduced some other matters and said something which might have given provocation to the concerned workman to say something which he should not have. In other words after the initial altercation was over, Shri R. Jha introduced fire to the already explosive situation which could have completely subsided if Shri Jha also stopped as concerned workman had already stopped. Admittedly the concerned workman was an ordinary workman as opposed to Shri R. Jha who was first class Engineer. Discipline and decorum demand that the subordinate should not ill-treat his superior. I do not for a single moment lend support to what the concerned workman had said in reply to provocative words used by Shri R. Jha. I know that I am not dealing with a criminal case to justify the action of the concerned workman on provocation but still then having gone through the evidence of Shri K. Mukherjee I cannot but feel that the provocation caused to the concerned workman went a long way to aggravate the situation. Then Shri R. Jha in his evidence before the enquiry officer named Shri Bishun Singh and Shri Rati Ram as the persons who were eye witnesses to the incident. Both the above persons were examined at the instance of the enquiry officer but they did not corroborate Shri R. Jha in this respect. In view of the facts and circumstances stated above and in view of evidence on record I cannot persuade myself to hold the concerned workman guilty of disorderly behaviour in the sense in which it is understood in the Standing Orders where disorderly behaviour has been classified as a misconduct. Accordingly the Tribunal is satisfied that the order of dismissal following the domestic enquiry was not justified. Now if the Tribunal is not satisfied about the misconduct or disorderly behaviour having been proved, what would follow. Should the whole matter be at large before the Tribunal or the order of dismissal should be set aside straightway by the Tribunal without giving an opportunity to the employers to establish their case on merit. I may quote here from the judgment of the Supreme Court in the case of Workmen of Fire Stone Tyre & Rubber Co. vs. Management 1973, 1-LLJ, page 278 at page 294 and 295 :

Para 33—We will first consider cases where an employer has held a proper and valid domestic enquiry before passing the order of punishment. Previously the Tribunal had no power to interfere with its finding of misconduct recorded in the domestic enquiry unless, one or other infirmities pointed out by this Court in Indian Iron & Steel Co., Ltd. (supra) existed. The conduct of disciplinary proceeding and the punishment to be imposed were all considered to be a managerial function with which the

Tribunal had no power to interfere unless the finding was perverse or the punishment was so harsh as to lead to an inference of victimisation or unfair labour practice. This position, in our view, has now been changed by S. 11A. The words "in the course of the adjudication proceeding, the Tribunal is satisfied that the order of discharge or dismissal was not justified" clearly indicates that the Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by an employer established the misconduct alleged against a workman. What was originally a plausible conclusion that could be drawn by an employer from the evidence, has now given place to a satisfaction being arrived at by the Tribunal that the finding of misconduct is correct. The limitations imposed on the powers of the Tribunal by the decision in Indian Iron & Steel Co., Ltd. case (supra), can no longer be invoked by an employer. The Tribunal is now at liberty to consider not only whether the finding of misconduct recorded by an employer is correct, but also to differ from the said finding if a proper case is made out. What was once largely in the realm of the satisfaction of the employer, has ceased to be so, and now it is the satisfaction of the Tribunal that finally decides the matter.

Para 37—Therefore, it will be seen that both in respect of cases where a domestic enquiry has been held as also in cases where the Tribunal considers the matter on the evidence adduced before it for the first time the satisfaction under S. 11A about the guilt or otherwise of the workmen concerned, is that of the Tribunal. It has to consider the evidence and come to a conclusion one way or other. Even in cases where an enquiry has been held by an employer and a finding of misconduct arrived at, the Tribunal can now differ from that finding in a proper case and hold that no misconduct is proved.

Para 31—This will be a convenient stage to consider the contents of S. 11A. To invoke S. 11A, it is necessary that an industrial dispute of the type mentioned therein should have been referred to an Industrial Tribunal for adjudication. In the course of such adjudication, the Tribunal has to be satisfied that the order of discharge or dismissal was not justified. If it comes to such a conclusion, the Tribunal has to set aside the order and direct reinstatement of the workman on such terms as it thinks fit. The Tribunal has also power to give any other relief to the workman including the imposing of a lesser punishment having due regard to the circumstances. The proviso casts a duty on the Tribunal to rely only on the materials on record and prohibits it from taking any fresh evidence."

So, in my judgment it is clear from the judgment of the Supreme Court that Tribunal is now clothed with the power to reappraise the evidence in the domestic enquiry and satisfy itself whether the said evidence relied on by the employers has established the misconduct alleged against the workman. The Supreme Court has further found that if in course of such adjudication the Tribunal is not satisfied about the justifiability of the order of discharge or dismissal, the Tribunal has to set aside the order and direct reinstatement of the workman on such terms as it thinks fit. On the authority of the above decision I find that the misconduct has not been proved, that the order of discharge or dismissal is not justified and I am to set aside the order and direct reinstatement, without more. In other words in such circumstances opportunity being given to the employers to prove their case on merit does not arise. The Supreme Court in the above decision empowers the Tribunal to set aside the order of dismissal and order reinstatement of the dismissed workman on such terms as it thinks proper. It appears that the concerned workman was dismissed from service with effect from 20th December, 1974 and he filed a petition for reinstatement without admitting the charges levelled against him. It further appears from Ext. W. 3 that the concerned workman was allowed

duty with effect from 22-9-75. The terms which I attach to the reinstatement of concerned workman is that he should not be given back wages from the date of his dismissal 20-12-74 to the date prior to his reinstatement on 22-9-75. But his continuity of his service should remain all through.

3. In the result, the action of management of Balihari Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad, in dismissing Shri Sarjoo Vishwakarma, Welder, with effect from 20th December, 1974 is found not justified. The concerned workman be reinstated in his job with effect from the date of his dismissal i.e. 20-12-74 with continuity of service. The concerned workman however is not allowed back wages from the date of dismissal with effect from 20-12-74 to the date prior to his reinstatement by the management on 21-9-75 on the petition (Ext. W. 3).

This is my award.

K. K. SARKAR, Presiding Officer
[No. I-20012/77/75/DIII(A)]
S. H. S. IYER, Desk Officer

आदेश

नई दिल्ली, 6 जुलाई, 1976

का० आ० 3066.—केन्द्रीय सरकार की राय है कि इससे उपाखण्ड अनुसूची में विनिर्दिष्ट विषयों के बारे में श्री कैलाश चन्द यादव, खान स्वामी की अम्बाला बलुआ पत्थर खान, डाकघर तराज, जिला झालावाड़ के प्रबंधकत्व में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः अब, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित औद्योगिक अधिकरण, जबलपुर को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या श्री कैलाश चन्द यादव, खान स्वामी, की अम्बाला बलुआ पत्थर खान, डाकघर तराज, जिला झालावाड़ में नियोजित कर्मचारों की संवेदन राष्ट्रीय और त्यौहार के दस अवकाश दिनों की मजूरी संबंधी मांग न्यायोचित है? यदि हाँ, तो किन अवसरों पर और किस धर्य में?

[संख्या एल०-29011(12)/76-डी० 3(बी)]

एल० एन० एम० अय्यर, अनुभाग अधिकारी (वि०)

ORDER

New Delhi, the 6th July, 1976

S.O. 3066.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ambala Sand Stone Mine of Shri Kailash Chand Yadav, Mine Owner, Post Office Taraj, District Jhalawar and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act

SCHEDULE

Whether the demand of the workmen employed in Ambala Sand Stone Mine, Post Office Taraj, District Jhalawar, of Shri Kailash Chand Yadav, Mine Owner, for grant of ten paid national and festival

holidays is justified? If so, on what occasions and from which year?

[No. I-29011/12/76-D. III(B)]

S. H. S. IYER, Section Officer (Spl.)

आदेश

नई दिल्ली, 19 मई, 1976

का० आ० 3067.—केन्द्रीय सरकार की राय है कि इससे उपाखण्ड अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की साउथ झरिया कोयला खान, डाकघर झरिया, जिला धनबाद के प्रबंधकत्व में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

- (i) क्या मैसर्स भारत कोकिंग कोल लिमिटेड की साउथ झरिया कोयला खान, डाकघर झरिया, जिला धनबाद के प्रबंधकत्व की श्री पारम सिंह को 9-6-75 से मुन्शी के रूप में कार्य करने की अनुमति देने से इन्कार करने की कार्रवाई न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है?
- (ii) क्या मैसर्स भारत कोकिंग कोल लिमिटेड की साउथ झरिया कोयला खान, डाकघर-झरिया जिला धनबाद (बिहार) के प्रबंधकत्व की श्री फाटिक चन्द्र राय को डिस्पेच लिपिक के रूप में कार्य करने की अनुमति देने से इन्कार करने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है और किस तारीख से?

[सं० एल०-20012/281/75-डी० IIIए]

ORDER

New Delhi, the 19th May, 1976

S.O. 3067.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

- (i) Whether the action of the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited Post Office Jharia Dist. Dhanbad in refusing to allow Shri Paras Singh to work as Munshi with effect from 9-6-75 is justified? If not, to what relief is the said workman entitled?
- (ii) Whether the action of the management of South Jharia Colliery of Messrs Bharat Coking Coal Limited Post Office Jharia Dist. Dhanbad (Bihar) in refusing to allow Shri Fatik Chandra Roy to

work as Despatch Clerk is justified? If not, to what relief is the workman entitled and from which date?

[No. L-20012/281/75/DIIIA]

आदेश

नई दिल्ली, 22 मई, 1976

का० आ० 3068.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की कुसुन्डा कोयला खान, डाकघर कुसुन्डा, जिला—धनबाद के प्रबंधन से सम्बन्ध नियोज्जकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की कुसुन्डा कोयला खान डाकघर कुसुन्डा, जिला धनबाद के प्रबंधन की सर्वश्री रामाशीष प्रजापत और बिन्देश्वर पण्डित, विस्फोटक वाहक, को 25-7-75 से काम से रोकने की कार्रवाई न्यायोचित है। यदि नहीं, तो उक्त कर्मकार किस अनुतोष के हकदार है?

[संख्या एल०-20012/275/75-डी-IIIए]

ORDER

New Delhi, the 22nd May, 1976

S.O. 3068.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited P.O. Kusunda Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited Post Office Kusunda Distt. Dhanbad in stopping S/Shri Ramasish Prajapat and Bindeshwar Pandit Explosive carriers with effect from 25-7-75 is justified? If not to what relief are the said workmen entitled?

[No. L-20012/275/75-D. IIIA]

आवेश

नई दिल्ली, 25 मई, 1976

का० आ० 3069.—केन्द्रीय सरकार की राय है कि इस उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लि०

की दामोदा कोलियरी, डाकघर कर्माटांड, जिला धनबाद के प्रबंधन से सम्बन्ध नियोज्जकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की दामोदा कोलियरी, डाकघर कर्माटांड बरस्ता मोहुडा, जिला गिरिडिह के प्रबंधन की, सर्वश्री धनराज महतो और रामेश्वर महतो, खनिकों को उनकी स्टाई नियुक्ति के पूर्वाधिकार को समाप्त करने और उन्हें 16 जुलाई, 1975 से बदली सूची में रखने की कार्रवाई न्यायोचित है? यदि नहीं, तो दोनों कर्मकार किस अनुतोष के हकदार हैं?

[स एल०-20012/8/76-डी० III-ए०]

ORDER

New Delhi, the 25th May, 1976

S.O. 3069.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Damoda Colliery of M/s. Bharat Coking Coal Ltd. P.O. Karmatand Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Damoda Colliery of Messrs Bharat Coking Coal Limited Post Office Karmatand via Mohuda District Giridih in terminating the liens of S/Shri Dhanraj Mahato and Rameshwar Mahato Miners on their permanent appointment and placing them on the Badli list with effect from 16th July, 1975 is justified? If not, to what relief are the two workmen entitled?

[No. L-20012/8/76-D IIIA]

आवेश

का० आ० 3070.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स इंडियन आयरन और स्टील कम्पनी लिमिटेड की नून्डिह जीतपुर कोयला खान डाकघर भागा जिला धनबाद के प्रबंधन से सम्बन्ध नियोज्जकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या-2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स इंडियन आयरन एंड स्टील कम्पनी लिमिटेड की तनूडिह जीतपुर कोयला खान, डाकघर भागा, जिला धनबाद के प्रबन्धनक्षेत्र की श्री शंकर दासोन्धी, आन मेटर, को पट्टी जुलाई, 1975 से पदच्युत करने की कार्यवाही न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किम अनुलोप का हकदार है?

[सं० एल०-20012/278/75-डी० III ए]

ORDER

S.O. 3070.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Noonodih Jitpur Colliery of Messrs Indian Iron and Steel Company Limited Post Office Bhaga Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Noonodih Jitpur Colliery of Messrs Indian Iron and Steel Company Limited Post Office Bhaga, District Dhanbad in dismissing Shri Shanker Dasondhi, on settler from service with effect from 1st July, 1975 is justified? If not, to what relief is the said workman entitled?

[No. L-20012/278/75/D IIIA]

आदेश

का० प्रा० 3071.—केन्द्रीय सरकार की राय है कि इससे उपाखण्ड अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की तेतुलिया कोलियरी, डाकघर कटरासगढ़, जिला धनबाद के प्रबन्धनक्षेत्र से सम्बन्धित निर्योजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की तेतुलिया कोलियरी, डाकघर कटरासगढ़, जिला धनबाद के प्रबन्धनक्षेत्र की 20 सितम्बर, 1975

से निम्नलिखित अठारह श्रमिकों को काम से रोकने की कार्यवाही न्यायोचित है? यदि नहीं तो, कर्मकार किस अनुलोप के हकदार हैं?

क्रमांक	नाम	पदनाम
1.	श्री दुख राम पासो	कोल कटर
2.	श्री शिवराज पासो	यथोक्त
3.	श्री गियम्बर पासो	यथोक्त
4.	श्री रामदुलारे पासो	यथोक्त
5.	श्री मत्रु पासो	यथोक्त
6.	श्री कालका पासो	यथोक्त
7.	श्री चन्द्रपाल पासो	यथोक्त
8.	श्री मोहम्मद कयूम	यथोक्त
9.	श्री मोहम्मद अफ़ार	यथोक्त
10.	श्री मोहम्मद अहमद	यथोक्त
11.	श्री अब्दुल राजाक	यथोक्त
12.	श्री ऐनुल अली	यथोक्त
13.	श्री सीजुदीन	यथोक्त
14.	श्री हितमूर्द्दीन	यथोक्त
15.	श्री बारा अब्दुल राजाक	यथोक्त
16.	श्री हबने हुस्सन	यथोक्त
17.	श्री नूर मोहम्मद	यथोक्त
18.	श्री रामू रीत	यथोक्त

[सं० एन०-20012/13/78-डी० III-ए०]

ORDER

S.O.3071.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Tetulia Colliery of Messrs Bharat Coking Coal Limited Post Office Katrasgarh District Dhanbad in stopping from work the following eighteen workmen with effect from 20th September, 1975 is justified? If not to what relief are the workmen entitled?

Sl. No.	Name	Designation
1.	Shri Dukh Ram Pasi	Coal Cutter
2.	Shri Shivraj Pasi	-do-
3.	Shri Siyamber Pasi	-do-
4.	Shri Ramdulare Pasi	-do-
5.	Shri Matru Pasi	-do-
6.	Shri Kalka Pasi	-do-
7.	Shri Chandpal Pasi	-do-
8.	Shri Mohammed Kayum	-do-
9.	Shri Mohammed Affar	-do-
10.	Shri Mohammed Ahammed	-do-
11.	Shri Abdul Rajak	-do-
12.	Shri Ainul Ali	-do-

1	2	3
13. Shri Saizuddin		Coal Catter
14. Shri Hisamuddin		-do-
15. Shri Bara Abdul Rajak		-do-
16. Shri Enbe Hassan		-do-
17. Shri Noor Mohammed		-do-
18. Shri Ramu Raat		-do-

[No. L-20012/13/76-DIIIA]

आदेश

नई दिल्ली, 31 मई, 1976

का० आ० 3072.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की साऊथ तिसरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

मैसर्स भारत कोकिंग कोल लिमिटेड की साऊथ तिसरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की, अपनी कोलियरी के एक कर्मकार श्री गोविन्द बोरि को 3-8-75 से काम से रोकने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?

[सं० एल०-20012/(27)/76-डी० III (ए०)]

ORDER

New Delhi, the 31st May, 1976

S.O.3072.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeenagora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad constituted under Section 7A of the said Act.

SCHEDULE

Whether the action of the management of South Tisra Colliery of Messrs Bharat Coking Coal Limited, Post Office Khas Jeenagora District Dhanbad in stopping from work Shri Govinda Bouri a workman of their Colliery with effect from 3-8-75 is justified? If not, to what relief is the workman entitled?

[No. L-20012/(27)/76-D-III(A)]

आदेश

नई दिल्ली, 8 जून, 1976

का० आ० 3073.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स कोल माइन्स अथॉरिटी लिमिटेड की शामपुर II कोयला खान, डाकघर निसचट्टी जिला धनबाद के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स कोल माइन्स अथॉरिटी लि० की शामपुर II कोयला खान, डाकघर निसचट्टी जिला धनबाद क्षेत्र संख्या VI के प्रबन्धतन्त्र की, श्री गुरुबचन सिंह, पम्प खलासी को क्षेत्र संख्या V में स्थानान्तरित करने की कार्रवाई न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है?

[सं० एल०-20012/136/75-डी० III (ए०)]

ORDER

New Delhi, the 8th June, 1976

S.O.3073.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Shampur II Colliery of M/s. Coal Mines Authority Ltd., P. O. Nirsachatti Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Shampur II Colliery of M/s. Coal Mines Authority Ltd., P.O. Nirsachatti Distt. Dhanbad Area No. VI in transferring Shri Gurbachan Singh Pump Khalasi to Area No. V is justified? If not, to what relief is the said workman entitled?

[No. L-20012/136/75-D. III(A)]

आदेश

नई दिल्ली, 9 जून, 1976

का० आ० 3074.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की नार्थ तिसरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र से सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स भारत कोकिंग कोल लिमिटेड की नार्य तिसरा कोलियरी, डाकघर खास जीनागोरा जिला धनबाद के प्रबन्धतन्त्र की, रावश्री नरसिंह राय, श्री मन्मुता राय, कन्हार मोदी, झुरी चौहान, सोहन मोदी और सई/श्रीमती सामला मोदिन, सोनामुनी मानमैन, कनुनिया बेलवारिन, चैतिया बेलवारिन और बिमला मोदिम को नियमित न करने की कार्रवाई न्यायोचित है? यदि नहीं तो ये कर्मकार किस अनुलोप के हकदार हैं और किस तारीख से ?

[सं० एल०-20012/142/75-डी० III-ए०]

ORDER

New Delhi, the 9th June, 1976

S.O.3074.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of North Tisra Colliery of M/s. Bharat Coking Coal Limited P. O. Khas Jeenagora District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government consider it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of North Tisra Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad in not regularising S/Shri Nar Singh Rai, Sri Mansuna Rai, Kanhai Modi, Jhuri Chauhan, Sohan Modi and S/Smt. Samla Modin, Sonamuni Manjhain, Kalia Beldarin, Chatia Beldarin and Bimla Modin is justified? If not, to what relief are the workmen entitled and from what date?

[No. L-20012/142/75/DIII(A)]

आदेश

का० आ० 3075.—केन्द्रीय सरकार की राय है कि इससे उपायय अनुसूची में विनिर्दिष्ट विषयों के बारे में सेन्ट्रल कोल फील्ड्स लिमिटेड की बोकारो कोलियरी के ठेकेदार मैसर्स ए० जे० चनचनी, डाकघर बेरमो, जिला गिरिडीह के प्रबन्धतन्त्र से सम्बन्धित नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7 क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 2, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या सेन्ट्रल कोलफील्ड्स लिमिटेड की बोकारो कोलियरी के ठेकेदार, मैसर्स ए० जे० चनचनी, डाकघर बेरमो जिला गिरिडीह के प्रबन्धतन्त्र की 2-3-74 से श्री भुनेश्वर बेधा और 27 अन्य कर्मकारों (जिन्हें सूची "क" में सूचीबद्ध किए गए हैं), की काम से रोकने की कार्रवाई न्यायोचित है? यदि नहीं, तो उक्त कर्मकार किस अनुलोप के हकदार हैं ?

अनुबन्ध 'क'

सब के पत्र संख्या ए बी एस एम एस/7/76-तारीख 15-1-76 के अनुसार 28 श्रमिकों की सूची।

क्रमांक कर्मकार का नाम

1. भुनेश्वर बेधा
2. कुनेश्वर बेधा
3. मितन माहातो
4. रितुमाहातो
5. नेमाहन्दा माहातो
6. चुरामन माहातो
7. हरीसाब
8. हीरा माहातो
9. परमादी माहातो
10. गोपी सिंह
11. कन्हार सिंह
12. रामी बुधा
13. भाला सिंह
14. चन्दा घटवारिन
15. झुमरी माहातोहन
16. परबती गुजुहन
17. चम्पा घासिन
18. पूरन सिंह
19. पनामा घटीवारिन
20. द्वारिका राम
21. सुशीला कामिन
22. सनीचनी के०
23. जसोदा घटयेन
24. आशा रेवानी
25. राजेन्द्र रेवानी
26. शांति घाटवारिन
27. रविन्द्र रेवानी
28. बलु लाल।

[सं० एल०-20012/104/76-डी० III-ए०]

ORDER

S.O.3075.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of M/s. A. J. Chanchani, Contractors Bokaro Colliery of Central Coalfields Limited P. O. Bermo Distt. Giridih and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 2 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Messrs A. J. Chanchani, Contractors Bokaro Colliery of Central Coalfields Limited P. O. Bermo District. Giridih in stopping from work Shri Bhuneshwar Baitha and 27 other workmen (listed in Annexure A) with effect from 2-3-74 is justified? If not to what relief are the said workmen entitled?

ANNEXURE 'A'

List of 28 workmen as per Union letter No. ABSMS/7/76, dated 15-1-76.

S. No. Name of the workmen

1. Bhuneshwar Baitha.
2. Kyleswar Baitha.
3. Mitran Mahato.
4. Rita Mahato.
5. Nemchand Mahato.
6. Churaman Mahato.
7. Harisaw.
8. Hira Mahato.
9. Parsadi Mahato.
10. Gopi Singh.
11. Kanhai Singh
12. Rami Mhaitha.
13. Mala Singh.
14. Chanda Ghatwarin.
15. Jhumri Mahato.
16. Parbati Ganjuin.
17. Champa Ghasin.
18. Puran Singh.
19. Panama Ghatwarin.
20. Dwarika Ram.
21. Sushila Kamin.
22. Sanichani K.
23. Jasoda Ghatwain.
24. Asha Rewani.
25. Rajendra Rewani.
26. Shanti Ghatwarin.
27. Ravinder Rewani.
28. Balu La.

[No. L-20012/104/76/D IIIA]

आदेश

नई दिल्ली, 11 जून, 1976

का० आ० 3076.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्ध से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

- (i) क्या मैसर्स भारत कोकिंग, कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की, सर्वश्री (1) मधेश प्रसाद, (2) गंगाधर झा, (3) सुरेश

पाठक, (4) सदानन्द उपाध्याय, (5) हरिदयानन्द सिंह, (6) राजेश्वर पाण्डे, (7) राजेन्द्र प्रसाद और (8) फुलेन्द्र सिंह, पैकिंग मजदूरों, को कार्यालय आदेश संख्या बी० सी० एल० 576/74, तारीख 31 दिसम्बर, 74 द्वारा बैंगन खोडरो के रूप में कार्य करने के लिए स्थानान्तरित करने की कार्यवाही वैध और न्यायाचित है? यदि नहीं, तो कर्मकार किस अनुतोष के हकदार है?

- (ii) क्या मैसर्स भारत कोकिंग कोल लिमिटेड, की जीनागोरा कोलियरी, डाकघर खास जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की ऊपर (i) में सूचीबद्ध किए गए आठ पैकिंग मजदूरों को 12 जुलाई, 1975 में काम से रोकने की कार्यवाही न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोष के हकदार है?

[संख्या एल०-20012/175/75-डी० III-ए०]

ORDER

New Delhi, the 11th June, 1976

S.O. 3076.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

- (i) Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora District Dhanbad in transferring Sarvashri 1. Mahesh Prasad 2. Gangadhar Jha 3. Suresh Pathak 4. Sada Nand Upadhyaya 5. Haridayanand Singh 6. Rajeshwar Pandey 7. Rajendra Prasad and 8. Falendra Singh all packing Mazdoor to work as Wagon Loaders vide office order No. BCCL/576/74 dt. 31st December, 74 is legal and justified? If not to what relief are the workmen entitled?

- (ii) Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Limited Post Office Khas Jeenagora, Distt. Dhanbad in stopping from work the eight Packing Mazdoor listed in (i) above with effect from 12th July, 1975 is justified? If not to what relief are the workmen entitled?

[No. L-20012/175/75-DIIIA]

आदेश

का० आ० 3077.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स भारत कोकिंग कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खास जीनागोरा जिला धनबाद के प्रबन्धतन्त्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं

श्रम न्यायालय संख्या 3, धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स भारत कोकिंग, कोल लिमिटेड की जीनागोरा कोलियरी, डाकघर खाम जीनागोरा, जिला धनबाद के प्रबन्धतन्त्र की, निम्नलिखित कर्मकारों को आकस्मिक श्रमिकों के रूप में मानने की कार्रवाई न्यायोचित है ?

1. श्री सुधीर सिंह
2. श्री मुखारी सिंह
3. श्री सीताराम सिंह
4. श्री तुलाल सिंह
5. श्री अग्नि सिंह
6. श्री बुधन साव
7. श्री गोपाल राव
8. श्री बुधन सिंह

यदि नहीं, तो उक्त कर्मकार किम अनुतोष के हकदार हैं ?

[सं० एल०-20012/179/75-डी० III (ए०)]

ORDER

S.O.3077.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Jeenagora Colliery of M/s. Bharat Coking Coal Ltd. P. O. Khas Jeenagora Distt. Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3 Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Jeenagora Colliery of Messrs Bharat Coking Coal Ltd. Post Office Khas Jeenagora Distt. Dhanbad in treating the following workmen as casual workers is justified ?

1. Shri Sudhir Singh
2. Shri Sukhari Singh
3. Shri Sitaram Singh
4. Shri Dula Singh
5. Shri Asin Singh
6. Shri Budhan Sao
7. Shri Gopal Sao
8. Shri Budhan Singh

If not to what relief are the said workmen entitled ?

[No. L-20012/179/75-D. III(A)]

आदेश

नई दिल्ली, 17 जून, 1976

का० भा० 3078.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स हिन्दुस्तान स्टील्स लिमिटेड की मैसर्स बलवंत सिंह कंटेक्टर दुग्दा कोल वाशरी, डाकघर दुग्दा जिला गिरिडिह के प्रबन्धतन्त्र के सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है

अतः अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय संख्या 3 धनबाद को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स हिन्दुस्तान स्टील्स लिमिटेड की मैसर्स बलवंत सिंह कंटेक्टर दुग्दा कोल वाशरी डाकघर दुग्दा जिला गिरिडिह के प्रबन्धतन्त्र की श्री बंदा महतो और अन्य 20 व्यक्तियों (सम्बन्ध सूची के अनुसार) को 25-5-75 से काम से रोजने की कार्यवाही न्यायोचित है ? यदि नहीं तो ये कर्मकार किस अनुतोष के हकदार हैं ?

अधिकारों की सूची

1. श्री बंदा महतो पुत्र आनन्द महतो।
2. श्रीमती शान्ति देवी परी फाग महतो।
3. श्री बुधन महतो पुत्र फाग महतो।
4. श्री रवि दाम पुत्र बापुआ दाम।
5. श्री जोगेन्द्र दाम पुत्र द.पुआ दाम।
6. श्री रघुनाथ महतो पुत्र सोबा महतो।
7. श्री खदिराम महतो।
8. श्रीमती मनिचरिया देवी।
9. श्रीमती आगिनी देवी।
10. श्रीमती लालिया देवी।
11. श्री तिलक केवट पुत्र मैया केवट।
12. श्री हेल्तु सिंह पुत्र भूषण सिंह।
13. श्री जूगल सिंह पुत्र मणिराम सिंह।
14. श्री बिस्तु साव पुत्र बाबुलाल साव।
15. श्री हीरामन महतो पुत्र लखी महतो।
16. श्री खैरान महतो।
17. श्री रतिलाल महतो।
18. श्री मोती केवट पुत्र जया केवट।
19. श्री घोल्तु मोदी पुत्र उपासी मोदी।
20. श्री भिख केवट पुत्र भाकल केवट।
21. श्री पेहू केवट पुत्र मख्यान केवट।

[सं० एल०-20012/181/75-डी० III-ए]

आर० पी० नरूल, अवर सचिव

ORDER

New Delhi, the 17th June, 1976

S.O.3078.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Balwant Singh Contractor, Dugda Coal Washery of M/s. Hindustan Steels Ltd. P. O. Dugda, Distt. Giridih and their workmen in respect of the matters specified hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court No. 3, Dhanbad constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of M/s. Balwant Singh Contractor Dugda Coal Washery of Messrs Hindustan Steels Limited P.O. Dugda District Giridih in stopping from work Shri Banda Mahato

and 20 others (as per list enclosed) with effect from 25-5-75 is justified? If not, to what relief are the workmen entitled?

List of the workers

1. Shri Banda Mahato, S/o Anand Mahato.
2. Shrimati Sunti Devi, W/o Faglu Mahato.
3. Shri Budhan Mahato, S/o Fagu Mahto.
4. Shri Rabi Das S/o Dapua Das.
5. Shri Jogendra Das, S/o Dapua Das.
6. Shri Raghu Nath Mahto, S/o Soba Mahto.
7. Shri Khudiram Mahto.
8. Smt. Sanichariya Devi.
9. Smt. Jogini Devi.
10. Smt. Laliya Devi.
11. Shri Tilak Kewat, S/o Maiya Kewat.
12. Shri Helu Singh, S/o Bhusan Singh.
13. Shri Jugal Singh, S/o Mani Ram Singh.
14. Shri Bistu Sao, S/o Babulal Sao.
15. Shri Hiranman Mahto, S/o Lakhi Mahto.
16. Shri Khedan Mahto.
17. Shri Ratilal Mahto.
18. Shri Moti Kowat, S/o Jaya Kewat.
19. Shri Gholtu Modi, S/o Upasi Modi.
20. Shri Bhikhu Kewat, S/o Bhakal Kewat.
21. Shri Pahlul Kewat, S/o Mukhlal Kewat.

[No. L-20012/184/75/D-III-A]

R. P. NARULA, Under Secy.

आदेश

नई दिल्ली, 2 जून 1976

का० भा० 3079.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में ग्रिन्डलेज बैंक लिमिटेड से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित औद्योगिक अधिकरण दिल्ली को न्याय-निर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या ग्रिन्डलेज बैंक लिमिटेड नई दिल्ली और गांधी बाजार, अनुसूचक के प्रबन्धन को अपने कर्मचारियों को आधे दिन की प्राक्स्थितिक छुट्टी मंजूर करने की पद्धति को 30 जुलाई, 1975 के समाप्त करने की कार्यवाही न्यायोचित है? यदि नहीं तो उक्त कर्मकार किस अनुसूचक के हकदार हैं?

[सं० एल-12011(5)/76-डी० II (ए)]

New Delhi, the 2nd June, 1976

ORDER

S.O.3079.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Grindlays Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Delhi, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of the Grindlays Bank Limited, New Delhi and Gandhi Bazar, Amritsar, in discontinuing the system of the grant of half a day's casual leave with effect from the 30th July 1975 to their workmen is justified? If not, to what relief are the said workmen entitled?

[No. L-12011(5)/76-D.II(A)]

आदेश

नई दिल्ली, 3 जून 1976

का० भा० 3080.—इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद श्री के० एन० श्रीवास्तव पीठासीन अधिकारी उ० प्र० औद्योगिक अधिकरण (iii) कानपुर के समक्ष लम्बित है;

और श्री के० एन० श्रीवास्तव की सेवाएं उपलब्ध नहीं हैं;

अतः अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 33-ख की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवादों से सम्बद्ध कार्यवाहियों को श्री के० एन० श्रीवास्तव पीठासीन अधिकारी औद्योगिक अधिकरण कानपुर से वापस लेती है और उन्हें उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली को स्थानान्तरित करती है और यह निदेश देती है कि उक्त केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली और आगे कार्यवाहियाँ उसी प्रक्रम से करेगा जिस पर वे उसे स्थानान्तरित की जाएँ और निधि के अनुसार उनका निपटान करेगा।

अनुसूची

क्र-संख्या	मास	जी० प्र० संख्या और तारीख	विवाद के पक्षकारों के नाम
1	2	3	4
1.	2/75	एल-12012/132/74-एल० धार० III तारीख 13-4-75	पंजाब नेशनल बैंक और उनके कर्मकार माल कानपुर।
2.	3/75	एल-12011/6/75-डी-II(ए) तारीख 30-5-75	पंजाब नेशनल बैंक और उनके कर्मकार वि माल कानपुर।
3.	4/75	एल-12012/141/74-एल० धार० III तारीख 9-7-75	बनारस स्टेट बैंक लि० और उनके कर्मकार लुक्सा रोड, वाराणसी।
4.	6/75	एल-12012/112/75-डी-II(ए) तारीख 24-7-75	वि लक्ष्मी कर्मशायल बैंक लि० और उनके कर्मकार, नई दिल्ली।
5.	7/75	एल-12012/135/73-एल० धार० III दिनांक 11-8-75	बैंक आफ बड़ौदा और उनके कर्मकार, लखनऊ।
6.	9/75	एल-12012/75/75-डी-II(ए) तारीख 19-8-75	स्टेट बैंक आफ इंडिया और उनके कर्मकार, कानपुर।

1	2	3	4
7.	10/75 एल-12012/110/75-डी-II(ए) तारीख 22-10-75	बैंक ग्राफ इंडिया और उनका कर्मकार श्री सुरेश कुमार वर्मा, लखनऊ ।	
8.	11/75 एल-12012/151/75-डी-II(ए) तारीख 22-10-75	दि लक्ष्मी कमर्शियल बैंक लि० और उनका कर्मकार श्री शिव नाथ शर्मा, नई दिल्ली ।	
9.	12/75 एल-70/14/76-एल०प्रार०III तारीख 22-6-67	दि ओरियेंटल फायर एण्ड जनरल इन्श्यो- रेंस क० लि० और उनके कर्मकार, दि माल कानपुर ।	
10.	13/75 70/14/66-एल०प्रार०IV तारीख 2-12-67	दि ओरियेंटल फायर एण्ड जनरल इन्श्यो- रेंस क० लि० और उनके कर्मकार, दि माल कानपुर ।	
11.	14/75 एल-12012/106/71-एल०प्रार०III तारीख 24-2-72	बैंक ग्राफ बड़ौदा और उनके कर्मकार, लखनऊ ।	
12.	15/75 एल-12012/70/73-एल०प्रार०III तारीख 13-9-73	इलाहाबाद बैंक और उनके कर्मकार, लखनऊ ।	
13.	16/75 एल-12012/77/73-एल०प्रार०III तारीख 16-10-73	इलाहाबाद बैंक और उनका कर्मकार श्री गोपी नाथ कपूर, लखनऊ ।	
14.	17/75 एल-12012/75/73-एल०प्रार०III तारीख 31-10-73	इलाहाबाद बैंक और उनके कर्मकार, लखनऊ ।	
15.	18/75 एल-12012/87/73-एल०प्रार०III, तारीख 26-12-73	वार्टन बैंक और उनके कर्मकार, कानपुर ।	
16.	19/75 एल-12012/186/72-एल०प्रार०III, तारीख 9-1-74	स्टेट बैंक ग्राफ इंडिया और उनके कर्मकार, दि माल, कानपुर ।	
17.	20/75 एल-42012/63/73-एल०प्रार०III, तारीख 23-9-74	भारतीय खाद्य निगम और उनके कर्मकार, बरेली ।	
18.	21/75 एल-12012/64/74-एल०प्रार०III, तारीख 15-11-74	बैंक ग्राफ बड़ौदा और उनके कर्मकार, लखनऊ ।	
19.	22/75 एल-12012/65/74-एल०प्रार०III, तारीख 17-1-75	बैंक ग्राफ बड़ौदा और उनके कर्मकार, लखनऊ ।	
20.	23/75 एल-12012/90/74-एल०प्रार०III, तारीख 17-2-75	सेंट्रल बैंक ग्राफ इंडिया, और उनके कर्मकार, कानपुर ।	

1	2	3	4
21.	24/75 एल-12012/125/74-एल०प्रार०III, तारीख 12-2-75	यूनियन बैंक ऑफ इंडिया और उनके कर्मकार, लखनऊ ।	
22.	25/75 एल-17012/22/73-एल०आर०I/डी-II (ए)/74 तारीख 6-2-75	भारतीय जीवनबीमा निगम और उनके कर्मकार, कानपुर ।	
23.	26/75 एल-12012/45/74-एल०प्रार०III, तारीख 25-2-75	इलाहाबाद बैंक और उनके कर्मकार, लखनऊ ।	
24.	27/75 एल-12012/124/74-एल०प्रार०III, तारीख 20-2-75	पंजाब नेशनल बैंक और उनके कर्मकार, दि माल, कानपुर ।	
25.	28/75 एल-12012/119/74-एल०प्रार०III, तारीख 20-2-75	यूनाइटेड कमर्शियल बैंक, और उनके कर्मकार, लखनऊ ।	
26.	एल-12012/198/75-डी०II(ए), तारीख 31-3-76	कनारा बैंक और उनके कर्मकार, बंगलौर-2	

[संख्या एल-12025/22/76-डी-II(ए)]

ORDER

New Delhi, the 3rd June 1976

S.O. 3080,—Where as the industrial disputes specified in the Schedule hereto annexed are pending before Shri K.N. Srivastava Presiding Officer, U.P. Industrial Tribunal (III), Kanpur.

And whereas the services of the said Shri K. N. Srivastava are no longer available,

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 338 of the Industrial Disputes Act, 1947 (14 of 1947) of Central Government hereby withdraws the proceedings in relation to the said disputes from Shri K.N. Srivastava, Presiding Officer, Industrial Tribunal, Kanpur and transfers the same to the Central Government Industrial Tribunal, Delhi, constituted under section 7A of the said Act and directs that the said Central Government Industrial Tribunal, Delhi shall proceed with the same proceedings from the stage at which they are transferred to it and dispose of the same according to law.

SCHEDULE

Sl. Case No	G.O. No. & Date	Name of the Parties to the dispute.	
1	2	3	4
1.	2/75 L.12012/132/74/LR/III dt. 13-4-75	Punjab National Bank and their workmen, Mall Kanpur.	
2.	3/75 L.12011/6/75/DII(A) dt. 30-5-75	Punjab National Bank and their workmen, the Mall, Kanpur.	
3.	4/75 L.12012/141/74/LR/III dt. 9-7-75	Banaras State Bank Ltd., and their workmen, Luxa Road, Varanasi.	
4.	6/75 L.12012/112/75/DII(A) dt. 24-7-75	The Laxmi Commercial Bank Ltd., and their workmen, New Delhi.	
5.	7/75 L.12012/135/73/LR/III dt. 11-8-75	Bank of Baroda, and their workmen, Lucknow.	
6.	9/75 L.12012/75/75/DII(A) dt. 19-8-75	State Bank of India and their workmen, Kanpur.	
7.	10/75 L.12012/110/75/DII(A) dt. 22-10-75	Bank of India and their workmen Shri Surendra Kr. Verma, Lucknow.	

1	2	3	4
8.	11/75	L.12012/151/75/DII(A) dt. 22-10-75	The Laxmi Commercial Bank Ltd., and their workmen Shri Shiv Nath Sharma, New Delhi.
9.	12/75	L.70/14/66/LRII dt. 22-6-67	The Oriental Fire and General Insurance Co. Ltd., and their workmen The Mall Kanpur.
10.	13/75	70/14/66/LRIV dt. 2-12-67	The Oriental Fire and General Insurance Co. Ltd., and their workmen, The Mall Kanpur.
11.	14/75	L.12012/106/71/LRIII dt. 24-2-72	Bank of Baroda, and their workmen, Lucknow.
12.	15/75	L.12012/70/73/LRIII dt. 13-9-73	Allahabad Bank, and their workmen, Lucknow.
13.	16/75	L.12012/77/73/LRIII dt. 16-10-73	Allahabad Bank and their workmen Shri Gopi Nath Capoor, Lucknow.
14.	17/75	L.12012/75/73/LRIII dt. 31-10-73	Allahabad Bank and their workmen, Lucknow.
15.	18/75	L.12012/87/73/LRIII dt. 26-12-73	Chartered Bank and their workmen, Kanpur.
16.	19/75	L.12012/186/72/LRIII dt. 9-1-74	State Bank of India and their workmen, The Mall, Kanpur.
17.	20/75	L.42012/76/73/LRIII dt. 23-9-74	Food Corporation of India and their workmen, Bareilly.
18.	21/75	L.12012/64/74/LRIII dt. 15-11-74	Bank of Baroda, and their workmen, Lucknow.
19.	22/75	L.12012/65/74/LRIII dt. 17-1-75	Bank of Baroda, and their workmen, Lucknow.
20.	23/75	L.12012/90/74/LRIII dt. 17-2-75	Central Bank of India and their workmen, Kanpur.
21.	24/75	L.12012/125/74/LRIII dt. 12-2-75	Union Bank of India and their workmen, Lucknow.
22.	25/75	L.17012/22/73/LRI/D II (A)/74 dt. 6-2-75	Life Insurance Corporation of India and their workmen, Kanpur.
23.	26/75	Lt. 12012/45/74/LRIII dt. 25-2-75	Allahabad Bank and their workmen, Lucknow.
24.	27/75	L.12012/124/74/LRIII dt. 20-2-75	Punjab National Bank, and their workmen, The Mall Kanpur.
25.	28/75	L.12012/119/74/LRIII dt. 20-2-75	United Commercial Bank, and their workmen, Lucknow.
26.	—	L.12012/198/75/DII(A) dt. 31-3-76	Canara Bank and their workmen, Bangalore-2

[No. L.12025/22/76/DII(A)]

आदेश

नई दिल्ली, 11 जून 1976

का० आ० 3081.—केन्द्रीय सरकार की राय है कि इससे उपाख्य अनुसूची में विनिर्दिष्ट विषय के बारे में बैंक आफ बड़ौदा, अहमदाबाद के प्रबन्धतंत्र से संबद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिससे पीठासीन अधिकारी श्री एम० य० शाह होंगे, जिनका मुख्यालय अहमदाबाद होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है

अनुसूची

क्या बैंक आफ बड़ौदा, क्षेत्रीय कार्यालय, अहमदाबाद के प्रबन्धतंत्र की उक्त बैंक की पेटलड शाखा के सस्थाई गोडाउन-कीपर श्री जे० सी० शाह की सेवाएं 22-9-1973 (अप्रराहन) से समाप्त करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है ?

[संख्या एल० 12012/12/76-जी-2/ए]

आर० कुंजीथापादम, अवर सचिव

ORDER

New Delhi, the 11th June, 1976

S.O.3081.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Baroda, Ahmedabad and their workmen in respect of the matter specified in the Schedule here-to annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. U. Shah shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the management of the Bank of Baroda, Regional Office, Ahmedabad is justified in terminating the services of Shri J. C. Shah, temporary godown-keeper, Petlad Branch of the said Bank with effect from the 22nd September 1973 (A.N.) ? If not, to what relief is the said workman entitled ?

[No. L-12012/12/76-D.II(A)]

R. KUNJITHAPADAM, Under Secy.

प्रावेश

नई दिल्ली, 7 जून, 1976

का० आ० 3082.—केन्द्रीय सरकार की राय है कि इससे उपाख्य अनुसूची में विनिर्दिष्ट विषय के बारे में श्री हीरा लाल मेवारा, स्टोन कम्पनी, कोट्टारी जीराहा, केब की बूंदी जिला (राजस्थान) में बगलिया बलुआ पत्थर खान के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक

अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री यू० एन० माथुर होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को व्यावर्णिक के लिए निर्दिष्ट करती है।

अनुसूची

क्या श्री हिरालाल मेवारा, स्टोन कंपनी, कोटारी चौराहा, कोटा की ब्लू जिला (राजस्थान) में अगलिया बलुआ पत्थर खान में नियोजित कर्मचारियों की राष्ट्रीय और त्यौहार के दिनों की सवेतन छुट्टी की स्वीकृति की मांग व्यावर्णिक है? यदि हां, तो किन अवसरों पर और किस वर्ष से?

[संख्या एल-29011/11/76-डी-III(बी)]

ORDER

New Delhi, the 7th June, 1976

S.O.3082.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bagalia Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Hiralal Mewara, Mewara Stone Company, Kottari Chouraha, Kota and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri U. N. Mathur shall be the Presiding Officer, with headquarters and Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the demand of the workmen employed in Bagalia Sand Stone Mines in the District of Bundi (Rajasthan) of Shri Hiralal Mewara, Mewara Stone Company, Kottari Chouraha, Kota for grant of paid national and festival holidays is justified? If so, on what occasions and from which year?

[No. L-29011/11/76-D-III(B)]

New Delhi, the 7th August, 1976

S.O.3083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad in the industrial dispute between the employers in relation to the management of Messrs Eastern Manganese and Minerals Limited, Domchanch and their workmen which was received by the Central Government on the 31st July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 11 of 1972

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947).

(Ministry's order No. L-27011/4/72-LR-IV dt. 18-11-1972)

PARTIES :

Employers in relation to the management of Messrs.

Eastern Manganese and Minerals Limited, P. O.

Domchanch, District Hazaribagh,

62 GI/76-6:

AND

Their workmen.

APPEARANCES :

On behalf of the employer—Shri T. P. Choudhury, Advocate.

On behalf of the workmen—Shri J. D. Lal, Advocate and Shri B. D. Srivastava, Advocate.

STATF : Bihar

INDUSTRY : Manganese

AWARD

The Government of India, Ministry of Labour, New Delhi sent the above reference to this Tribunal for adjudication of the Industrial dispute involved with the following issues framed :—

“(1) Whether the workmen employed by Messrs. Eastern Manganese and Minerals Limited, P.O. Domchanch, District Hazaribagh are entitled to bonus @ 20 per cent of earned wages during the accounting years commencing in 1968, 1969 and 1970.

(2) If not, to what quantum of bonus are the workmen entitled for each of the above three accounting years?”

The workmen represented by Metalliferous Mines Officials Association, Kodarma filed their statement of demand which is briefly as follows :

The Eastern Manganese and Minerals Limited earned sufficient profit in the years 1968, 1969 and 1970 which enable them to pay the maximum bonus during the above 3 years. The company however paid only the minimum amount of profit sharing bonus to its workmen during the above years. The management has adopted malpractice to conceal the actual figure of production and have maintained two account books. The actual account book was never produced before any authority. Hence is the demand for maximum bonus.

2. The employers submitted their written statement which is briefly as follows :—

The workmen employed in the mica industry before the enactment of Payment of Bonus Act was receiving monthly and quarterly bonus for the daily rated and quarterly bonus for the monthly rated staff respectively under a number of awards and settlements. When payment of statutory bonus was enjoined upon the employers after the passing of the Payment of Bonus Act, the employers sometime in 1965 issued a notice under Section 9A of the Industrial Disputes Act terminating the awards and settlement under which they had been paying monthly and quarterly bonus. There was a settlement with the workmen in which it was agreed that monthly and quarterly bonus would continue to be paid and the employers would also pay minimum bonus i.e. 4 per cent of the wages under the Payment of Bonus Act. The employers duly implemented the settlement and even had been paying bonus i.e. monthly and quarterly bonus as before and also 4 per cent minimum bonus under the Payment of Bonus Act. The above settlement having not been terminated in accordance with law the workmen cannot claim any bonus beyond the minimum limit of 4 per cent in the years 1968, 1969 and 1970 which has been paid to the workmen. It is also their case that the employers made a detailed account in accordance with Payment of Bonus Act for the years 1968, 1969 and 1970. The accounts of 1968 and 1969 have been finalised and audited and account for 1970 remains yet to be finalised. In none these 3 years there was available surplus and as such no question of paying bonus beyond the minimum limit of 4 per cent arises.

2. It may be stated here that in the absence of the workmen to present themselves before this Tribunal without sufficient cause being shown the case was heard ex parte. Before the award was passed the workmen made an application to this Court that due to unavoidable reasons they were not able to appear on the date of hearing and prosecute their case. It was further pleaded that an opportunity be given to them to cross-examine the management's witnesses and to examine their own witnesses. As the case was not disposed of I allowed the workmen a chance, to meet the ends

of justice, to cross-examine the management's witnesses and to examine their own. Several dates were fixed for this purpose but the workmen did not avail of the opportunity given to them without showing any sufficient cause. The case was also fixed on 8-7-1976 which was preceded by an order of the Court that no further time would be granted, the case having become very old for some reason or other. On that date the workmen did not appear nor did they show any cause for their non-appearance. The learned Advocate who was representing the workmen submitted that he had no instruction from the workmen whom he represented. I do not feel inclined to give any more chances to the workmen as the chances given in the past were many. Accordingly I heard arguments advanced by the learned Advocate of the employers on the evidence, already on record.

3. The Company has filed audited balance-sheet and profit and loss account for the years 1968 & 1969 and a provisional balance sheet for the year 1970. Shri Biswanath Choudhury who the Chief Accountant of the Company examined as MW. 1 before me says that as there was a dispute between the Directors of the Company provisional balance sheet for the year 1970 has been filed and he further says that he himself has prepared the above provisional balance sheet. According to him the figures in the provisional balance sheet are all taken from the books of account. In view of the evidence of MW. 1 I am inclined to accept provisional balance sheet and profit and loss account as prepared from the books of account for the year 1970. According to relevant law there is a presumption of correctness in respect of the audited balance sheet and profit and loss account. In the written statement the workmen have alleged that the account of the Company are incorrect and they did not represent the true state of affairs. Now, when there is a presumption of correctness in law of the audited balance and profit and loss account, it is for the workmen challenging the same to be incorrect, to satisfy the Court that the balance sheet and profit and loss account are not correct. In other words, the presumption is a rebuttable one. The workmen have not appeared and placed materials before this Court in support of the allegation about the incorrectness of the profit and loss account and balance sheet. So the presumption of correctness has not been rebutted. It appears that in 1968 and 1969 the Company earned no profit warranting payment of any bonus to the workmen not to speak of payment of 20 per cent bonus. There was a little profit in the year 1970 but that too does not warrant payment of bonus beyond the minimum limit of 4 per cent. Shri Biswanath Choudhury MW. 1 the accountant of the Company proves the computation of available surplus as per the Payment of Bonus Act prepared by him for the accounting year 31-12-1968, 31-12-1969 and 31-12-1970. There is no challenge before me that this computation of available surplus for the above 3 years is incorrect, in the sense that the workmen have not come and produced materials before me in respect of the same. I have also gone through the computation as done by the Accountant Ext. M 4, M 5 and M 6 and there is no reason why this should not be accepted as correctly prepared according to law. It appears from the computation that no available surplus was there for the year ending 1968 and 1969 and for the year ending 1970 the available surplus was to the tune of Rs. 5,521. It is in the evidence of the Accountant MW. 1 that the demand of the workmen to get bonus at 20 per cent would involve a sum of Rs. 1,75,000 in each year. It is also in his evidence that payment of bonus even at the rate of 4 per cent would exceed a sum of Rs. 32,000 in each year. It therefore comes to this that there can be no question of payment of any bonus in the year 1968 and 1969 and for the year 1970 the bonus could not have been paid even at 4 per cent which is minimum bonus, according to the Payment of Bonus Act. Profit or no profit, the employers are obliged to pay a minimum bonus of 4 per cent to the workmen. It is in the evidence of the management's witnesses that they have paid 4 per cent statutory minimum bonus to the workmen which is admitted by the workmen in their written statement wherein it is stated that the management has only paid the minimum profit sharing bonus to its workmen during these 3 years. The issue in the order of reference is if the workmen are entitled to bonus @ 20 per cent and if not what quantum of bonus are they entitled. From the facts and figures as stated above it is palpable that the workmen are not entitled to 20 per cent bonus as claimed by them. They are not even entitled to get bonus beyond the minimum limit of 4 per cent.

4. The case of the company is that prior to coming into effect of the bonus Ordinance followed by Bonus Act bonus

in the mica industry was paid on awards and settlement. There were monthly and quarterly bonus. But after the Bonus Act came into effect the mica mines served notices on their workmen and unions to terminate the awards and settlement on which bonus was hitherto been paid. The matter went into conciliation and a fresh settlement was arrived at between the owners of the mica mines and the workmen representatives. Ext. M 7, Ext. M 8 and Ext. M 9 are the papers in this connection which shows that during the conciliation proceeding held on 12-9-1966 between the workmen of the mica mines represented by their respective unions and their employers a fresh settlement was arrived at. It was agreed that the employer would pay the workmen 4 per cent of the total salary or wages or Rs. 40 whichever is higher as the bonus for the account years, 64, 65, 66, 67 due to the workmen under the Payment of Bonus Act, 1965. Then in the settlement it is also provided when the bonus for each year will be paid. The bonus dispute was thus settled. The question remains whether the employers and the workmen are entitled to enter into a bonus settlement on their own in the face of provisions with regard to payment of bonus under the Payment of Bonus Act. The law gives liberty to the employers and employees to come to a settlement regarding payment of bonus provided such settlement does not deprive the workmen payment of the minimum bonus at 4 per cent as per the statute. It will be seen from the settlement Ext. M 4 and M 5 that the settlement does not infringe the law in this respect. Accordingly there was nothing wrong in regard to the settlement about the payment of bonus Ext. M 4 and Ext. M 5. It is the case of the company that they have implemented the agreement according to which the bonus is being paid to the workmen. Then question may arise how far this settlement binds the workmen represented by Metalliferous Mines Officials Association. There is no evidence before me as to how the above settlement is not binding on the union on record in this case. There were as many as 4 unions of workmen who were parties to the settlement and there were as many as 19 companies who are represented in the settlement. It appears that the unions represented the workmen working in the different mines. It may be taken that the 4 unions representing workmen and the companies considered the settlement to be beneficial to the workmen which made them to put their hands in the above settlement. As I have already said, in the absence of materials before me I cannot hold that the settlement is not binding upon the workmen who were members of Metalliferous Mines Officials Association. Then according to law a settlement before it ceases to have operation must be terminated according to the provision of law as in Industrial Disputes Act. The definite case of the employers is that the above settlement was not terminated. So the legal effect is that it continues. It comes from the evidence of the management's witnesses that in addition to the statutory minimum bonus of 4 per cent the company was paying monthly and quarterly bonus and the monthly and quarterly bonus have now been merged with the wages.

5. Settlement or not settlement, it is amply clear now that in view of financial position of the company as disclosed by their profit and loss account supplemented by evidence that the workmen are not entitled to bonus @ 20 per cent as claimed by them or to any amount beyond the minimum limit of 4 per cent as provided by law.

6. In the result the workmen employed by Messrs Eastern Manganese and Minerals Limited, Post Office Domchanch, District Hazaribagh are not entitled to bonus @ 20 per cent of earned wages during the account years commencing in 1968, 1969 and 1970. The workmen are not entitled to get anything more than the minimum limit of 4 per cent bonus according to law which they have already been paid. The workmen are, therefore, entitled to no relief in respect of the industrial dispute involved in this Reference.

This is my award.

K. K. SARKAR, Presiding Officer

22nd July, 1976

[No. L-27011(4)/72-LR/D-IV(B)]

BHUPENDRA NATH, Desk Officer.

आदेश

नई दिल्ली, 3 अगस्त, 1976

नई दिल्ली, 11 जून, 1976

का० आ० 3084.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में सिंगारेनी कोलियरीज कम्पनी लिमिटेड, डाकघर-येलण्डु, जिला खम्माम (आन्ध्र प्रदेश) के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए, निर्देशित करना वांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री के० पी० नारायणराव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या मैसर्स सिंगारेनी कोलियरीज कम्पनी लिमिटेड, डाकघर, येलण्डु, जिला खम्माम (आन्ध्र प्रदेश) के प्रबन्धतंत्र की श्री टी० वेन्कट राज, क्लर्क जवाहर खानी, येलण्डु को 7-7-1975 से पदभ्रष्ट करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो उक्त कर्मकार किस अनुतोष का हकदार है ?

[संख्या एल-21011/21/75-डी-3/(ख)]

भूपेन्द्र नाथ, अनुभाग अधिकारी (विशेष)

ORDER

New Delhi, the 11th June, 1976

S.O. 3084.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Singareni Collieries Company Limited, Post Office Yellandu, Khammam District, (Andhra Pradesh) and their workman in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. P. Narayana Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Messrs Singareni Collieries Company Limited, Post Office Yellandu, Khammam District (Andhra Pradesh) in dismissing Shri T. Venkata Rao, Clerk, Jawahar Khan, Yellandu with effect from 7-7-1975 is justified? If not, to what relief is the said workman entitled?

[No. L-21011/21/75-D. III(B)]

BHUPENDRA NATH, Section Officer (Spl.).

का० आ० 3085.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (4) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के भूतपूर्व श्रम और रोजगार मन्त्रालय की अधिसूचना संख्या का० नि० आ० 3416, तारीख 17 अक्टूबर, 1957 के अन्तर्गत मैसर्स अहमदाबाद सारंगपुर मिल्स कम्पनी लिमिटेड को अनुवत्त को तुरन्त प्रभावशील रूप में रद्द करती हैं ।

[संख्या एस० 35014/15/75-पी० एफ० II]

New Delhi, the 3rd August, 1976

S.O. 3085.—In exercise of the powers conferred by clause (a) of sub-section (4) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government hereby cancels, with immediate effect, the exemption granted to Messrs Ahmedabad Sarangpur Mills Company Limited under the notification of the Government of India in the late Ministry of Labour and Employment No. S.R.O. 3416, dated the 17th October, 1957.

[No. S. 35014/15/75-PF. II]

का० आ० 3086.—मैसर्स अरविन्द बोर्ड्स एण्ड पेपर प्रोडक्ट्स लिमिटेड, बिलीमोरा (सूरत) को, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है), भारत सरकार के भूतपूर्व श्रम और रोजगार मन्त्रालय की अधिसूचना सं० का० नि० आ० 3416, तारीख 17 अक्टूबर, 1957 द्वारा कर्मचारी भविष्य निधि और कुटुम्ब पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा (1) के खण्ड (क) के अधीन, कर्मचारी भविष्य निधि स्कीम, 1952 से, छूट दी गई थी ;

और उक्त स्थापन से संबंधित नियोजकों ने उस छूट को खण्डित प्रत्यक्ष कर देने की अपनी इच्छा व्यक्त की है और उक्त छूट को रद्द करने की प्रार्थना की है ;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त छूट को रद्द करती है जो तुरन्त प्रभावशील होगी और पूर्वाक्त अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, अनुसूची 1 में, क्रम सं० 278 और उससे संबंधित प्रविष्टियों का खोप किया जाएगा ।

[सं० एस-35023/2/76-पी० एफ० II]

एस० एस० सहस्रानामन, उप सचिव

S.O. 3086.—Whereas Messrs Arvind Boards and Paper Products Limited, Bilimora (Surat) (Hereinafter called the said establishment) were granted exemption from the Employees' Provident Funds Scheme, 1952, under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952, (19 of 1952) by the notification of the Government of India in the late Ministry of Labour and Employment No. S.R.O. 3416, dated the 17th October, 1957;

And, whereas the employers in relation to the said establishment have expressed their willingness to surrender the exemption voluntarily and have requested for cancellation of the said exemption;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 17 of the said Act, the Central Government hereby cancels, with immediate effect, the said exemption and makes the following amendment in the aforesaid notification namely:—

In the said notification, in Schedule I, serial number 27 F and the entries relating thereto, shall be omitted.

[No. S. 35023/2/76-PF. II]

S. S. SAHASRANAMAN, Dy. Secy.

New Delhi, the 6th August, 1976

S.O. 3087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of the Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 30th July, 1976.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 47 of 1975

PARTIES:

Employers in relation to the management of Calcutta Port Commissioners, Calcutta,

AND

Their Workmen

APPEARANCE:

On behalf of Employers—Sri S. M. Banerjee, Labour Adviser and Industrial relation Officer, with Sri S. P. Naha, Deputy Labour Adviser and I.R.O.

On behalf of Workmen—Sri S. Kar, Jt. General Secretary, National Union of Waterfront Workers.

State: West Bengal

Industry: Port & Dock

AWARD

The Government of India, Ministry of Labour, by their Order No. L-32012/8/75-D IV.A, dated 23rd July, 1975, referred an industrial dispute existing between the employers in relation to the management of Calcutta Port Commissioners, Calcutta and their workmen, to this Tribunal for adjudication. The reference reads as follows:

“Whether the action of the Calcutta Port Commissioners in treating Shri Santi Ranjan Mukherjee, Forwarding Clerk of Traffic Department, as junior to Sarvasri H. N. Dey, R. N. Mitter and K. C. Mukherjee and not promoting him to the post of Gate Warder is justified? If not, to what relief is he entitled?”

2. The grievance of Santi Ranjan Mukherjee who joined in the service of Port Trust as Shed clerk on 6-1-1944 is that his seniority had been overlooked without giving promotion to a higher grade which is the post of Gate-warder

and the Port Trust instead promoted one Hirendra Nath Dey on 1-7-1974, one Ramendra Nath Mitter on 5-8-1974 and one Kartick Ch. Mukherjee on 16-8-1974, to that post, though they were all juniors to him in the service.

3. The four workmen, (1) Santi Ranjan Mukherjee, (2) H. N. Dey, (3) R. N. Mitter and (4) K. C. Mukherjee, will be referred to as Nos. 1 to 4 respectively in the course of this Award. There is no dispute with regard to their date of joining the service. And they all joined the service as Shed clerks. The Shed clerk's post is in the Lower Division. But their next promotion to Forwarding clerk is in the Upper Division. While they were working as Shed clerks No. 1 was confirmed in that post on 1-8-1947, whereas Nos. 2 to 4 were confirmed on 1-2-1942, 1-3-1943 and 1-1-1944 respectively. All of them had to pass a test before they were given promotion to Forwarding clerks' post which is next higher post. They, therefore, appeared for the test and all of them passed the test at the same time on 5-12-1948. However, No. 1 was promoted first with effect from 15-1-1949 to the cadre of Forwarding clerk. Nos. 2 to 4 were promoted on 4-4-49, 7-4-49 and 11-4-49 respectively. The dispute arose when the next promotion to the post of Gate-Warder was to be made among the eligible Forwarding clerk candidates. If seniority inter se among those four candidates is to be determined on the basis of the length of service of each candidate, No. 1 should have been declared senior to Nos. 2 to 4 since he was promoted first i.e. on 15-1-1949 to the post of Forwarding clerk. It is now admitted that No. 1 was promoted to the Gate-Warder's post only on 6-11-1975 (after the dispute was referred to this Tribunal) while Nos. 2 to 4 were promoted on 1-7-74, 5-8-74 and 16-8-74 respectively. No. 1 has, therefore, claimed that he should be declared senior to Nos. 2 to 4 and that his promotion should take effect from 1-7-74, the date on which Nos. 2 was promoted first to the post of Gatewarder. He further claimed that the difference in arrears of salary due to him from 1-7-74 to 6-11-75 should also be reimbursed to him.

4. The contention of the Port Trust is that No. 1 was not entitled to be promoted earlier than Nos. 2 to 4. They state that the promotion of No. 1 as Forwarding clerk as on 15-1-49 was only provisional, that the promotion was not approved by the Port Trust in due course and that therefore he could not claim promotion to Gatewarder's post earlier on the basis of his promotion on 15-1-1949 to the post of Forwarding clerk.

5. The Port Trust based its argument on the strength of a Circular, Ext. M-3, dated 30-8-1961 which inter alia provided that when the date of passing the examination is the same the date of confirmation in the L. D. cadre shall determine the inter se seniority for promotion to the post of Forwarding clerk, etc. This rule is contained in para A(ii) of Ext. M-3 circular. If Ext. M-3 is the guiding factor to determine the seniority and promotion No. 1 will have no answer to furnish since his confirmation in the L.D. cadre was much later to the confirmation of Nos. 2 to 4 in that cadre. The question for consideration under these circumstances is whether the Circular Ext. M-3 is binding on No. 1. In this regard reference may be made to Ext. M-3(a) list, which was prepared on the basis of Ext. M-3 circular. It is true that the Head of the Traffic Department gave promotion to No. 1 as on 15-1-49. It was only a provisional promotion. The Port Trust did not approve that promotion. On the contrary they laid down the rules contained in Ext. M-3 for the purpose of promotion of all cadres of posts under the Traffic Department. A comprehensive and all inclusive procedure had been laid down in Ext. M-3. This was done in consultation with all the Unions of the port employees. They too did not raise any objection to the Rule contained in Ext. M-3 and the list was prepared on the basis of the Rule. On receipt of Ext. M-3 circular the Traffic Manager, who promoted No. 1 prepared another list in which No. 1 was shown as junior to Nos. 2 to 4. Ext. M-1, dated 10-11-1961 is the letter of Traffic Manager in which he pointed out that the list had been recast

in terms of directions contained in parts A and B of Ext. M-3 circular. In Ext. M-2, dated 11-9-61 the Traffic Manager asked for the approval of the new list which he prepared on the basis of Ext. M-3. The Traffic Manager took into consideration the relevant rule contained in Ext. M-3 and on the basis of the rule he found that No. 1 could not be promoted to the post of Gatewarder earlier than Nos. 2 to 4 as Nos. 2 to 4 were confirmed in the L. D. cadre long before No. 1 was confirmed in that post.

6. The only contention of No. 1 is that once he was given an accelerated promotion on 15-1-1949 ignoring the claims of Nos. 2 to 4, his seniority in that cadre should be counted on the strength of his length of service in that cadre and if it is not counted he would have been declared senior to Nos. 2 to 4 in which case he shall be entitled to be promoted to the post of Gatewarder with effect from 1-4-74, the date on which the vacancy arose for the first time in the post of Gatewarder. This argument would have some force if the promotion of No. 1 was a regular promotion. The promotion was given by the Traffic Manager without approval of the Port Trust. There is no evidence that the Traffic Manager took into account the inter se seniority among Nos. 1 to 4 when the provisional promotion was given to No. 1 on 15-1-1949. In spite of the promotion on 15-1-49 No. 1 had not been confirmed in the cadre of Forwarding clerk. The matter was under consideration by the Port authorities. It is in evidence that several representations were made for a comprehensive Rule to be made for the fixation of seniority and promotion among the large number of employees working in the Traffic Department. On account of the rule evidenced by Ext. M-3 promotions and seniority affecting large number of employees had been determined and if one promotion is interfered with the whole chain of promotions will be effected thereby causing unpleasant labour unrest among the workmen of the Port Trust. That apart No. 1 has no ground to question Ext. M-3 circular which was issued for the benefit of all workmen. MW-1 gave evidence that wide publicity was given to the circular and the concerned Unions had been consulted. In the nature of evidence it could be said that WW-1, the workman concerned, knew that the rule as per Ext. M-3 had come into force. This rule had been brought into force in 1961. Until 28-3-1972 the workman concerned did not take any objection to the Rule. He knew that he was junior to Nos. 2 to 4. They had been ranked as senior persons in the list prepared by Traffic Department. Yet, No. 1 did not take any objection. Ext. W-1 rule will have no application to this case since the appointment of No. 1 was not made on a regular basis. When the appointment itself was rested on insecure foundation, how could he claim seniority on the basis of Ext. W-1? The approval of the Port Trust had not been obtained for the appointment. The promotion was said to have been given out of turn without taking into account the claims of Nos. 2 to 4 or others. There is nothing on record to show why No. 1 was given accelerated promotion. Accelerated promotion is not the rule; it is an exception. If there is exceptional ground for his promotion on 15-1-1949 the appointing authority should have given sufficient reason for giving such promotion. In the absence of any such ground, there is no basis to hold that the promotion was made in regular course. The approval of the concerned authority had also not been obtained for giving accelerated promotion. These grounds are sufficient to hold that the Port Trust was justified in fixing the seniority of Nos. 1 to 4 inter se on the basis of Ext. M-3 circular. I find no reason to support the contention of No. 1. The Port Trust was seen to have fixed the seniority of No. 1 in accordance with law bona fide on the basis of the circular in question. The workman, is therefore, not entitled to any relief under the reference.

7. In the result the reference is answered against the workman holding that the Calcutta Port Trust is justified in treating Santi Ranjan Mukherjee as junior to H. N. Dey, R. N. Mitter and K. C. Mukherjee and not promoting him earlier than those persons.

An award is made accordingly.

[No. L-32012/8/75/D. IV (A)]

E. K. MOIDU, Presiding Officer.

Dated, Calcutta, The 26th July, 1976.

S.O. 3088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of the Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 2nd August, 1976.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 55 of 1975

PARTIES :

Employers in relation to the Calcutta Port Trust, Calcutta,
AND
Their workmen.

APPEARANCE :

On behalf of Employers Sri S. M. Bancrjee, Labour Adviser and Industrial Relation Officer, and Sri S. P. Naha, Deputy Labour Adviser and Industrial Relation Officer.

On behalf of Workmen—Sri Santosh Kar, Jt. General Secretary, National Union of Waterfront Workers.

State : West Bengal

Industry : Port & Dock

AWARD

The Government of India, Ministry of Labour, by their Order No. L-32012/14/75-D. IV(A), dated 18th August, 1975, referred an industrial dispute existing between the employers in relation to the Calcutta Port Trust, Calcutta and their workmen, to this Tribunal for adjudication. The reference reads as :

"Whether the management in relation the Calcutta Port Trust, Calcutta are justified in refusing special pay to Shri Namajuddin, Electric Plant Light Attendant, Upper Reaches Research Station, Falta for carrying out surviving and repairs of outboard motors engines and station van and operation of pump at Falta Station in addition to his own duties? If not, to what relief is the said workman entitled".

2: The Upper Reaches Station, Falta which is situated 32 miles away from the Calcutta Port is one of the stations which is maintained by the Hydraulic Study Department of the Calcutta Port Trust. That Station started functioning in the year 1962 with two Diesel Generating Sets one of 62.5 Kva and 59 Kva capacities to produce and distribute electricity within the station. They employed one Electric Plant Light Attendant, two Electric Plant Light Assistant Attendants and two Electric Plant Light Greasers to operate the generating sets at Falta. But with the supply of electricity by the West Bengal State Electricity Board to this station the two diesel generating sets were dismantled in the year 1968 and instead they installed another small generating set of 22.5 Kva to be used in case of emergency such as failure of supply of electricity through the said Electricity Board. Out of the five posts which were created for the maintenance of the generating sets at Falta station, four posts were abolished in 1968 due to the reduction of work and they retained the post of one Electric Plant Light Attendant. Sri Namajuddin has been working there as Electric Plant Light Attendant since its inception in 1962. He has been in sole charge of the station of the electric installation after 1968. His case is that after 1968 he had been given additional work. The normal work which he was expected to perform was (i) to operate the generating set, (ii) maintenance of water supply pump, (iii) maintenance of electrical wirings, fans, lights, maintenance of water supply lines, (iv) maintenance of Air condition machine, (v) maintenance of refrigerator, checking and repairing of electric lines including over head lines and (vi) electric wiring as and when required. But the additional work alleged to have been allotted after 1968 or 1969 was to be servicing and repairing of outboard motor engine, (ii) repair and maintenance of Station Wagon and (iii) operating as well as maintenance of water pump.

3. Both parties have filed written statement in the case. In the written statement of the union which espoused the cause of the workman concerned in paragraph 11 it is stated "That the original work-load for which Sri Namajuddin was

employed is still there and in addition to the scheduled work of his, he has been entrusted with the job of repairing and maintenance of Motor engines and Station van and operation of Water pump, thus making the workload much heavier". In later paragraph of their written statement they have asserted that the additional work was imposed on him since 1970 and they point out that large amount had been spent earlier by the Calcutta Port Trust through contractors for the repair of the outboard motor engine as well as repair and maintenance of the station van. The union had first took up the case of the workman with the management by their letter Ext. M-1, dated 11th January, 1974. The case of the workman has been set out in this letter. The union reminded the management again vide their letter Ext. W-2, dated 8-11-1974 in which they reiterated their demand to pay special allowance to Sri Namajuddin for carrying out additional work which was imposed on him since 1970. It is further alleged in Ext. W-2 that the management had agreed to pay him a special allowance. Finally the Union vide their letter Ext. W-3, dated 10-2-1975 took up the matter with the Regional Labour Commissioner for conciliation. But no conciliation could be effected. The Assistant Labour Commissioner sent Ext. W-1 failure report dt. 14-5-75 to the Central Government as a result of which the reference was made to this tribunal for adjudication.

4. The Calcutta Port Trust in their written statement did not state specifically that the alleged additional work set out by the Union was being performed by the workman even prior to 1968. On the contrary the averment in paragraphs 5 and 7 of the written statement would indicate that the additional work was given to the workman concerned only after 1968. On a reading of the written statement of the union as well as the previous communications that passed between the parties it was clear that the union had taken up a definite stand that the additional work imposed on the workman was in 1968 or thereafter. Therefore, it is necessary for us to examine further the evidence and other circumstances of the case.

5. Apart from the written statement there was indication that the additional work which the workman had been doing was allotted to him only in 1968 or thereafter. In the failure report which is marked as Ext. W-1 in this case the Assistant Labour Commissioner stated the views of the union as represented before him was, "Upto the year 1969 this extra work was being done by contractors for which a huge amount was being spent. From January, 1970 onwards the said work was given to Sri Namajuddin but without any payment". The management, however, did not take any stand in their case before the Conciliation Officer that prior to 1968 he had been entrusted with any additional work. On the contrary, their case as set forth in the failure report is as follows : "Therefore, the original work of Sri Namajuddin does no longer exist but he had been kept for various electrical and mechanical maintenance work otherwise his services become surplus to the requirement". In addition to these contentions and admissions made by the parties it was definite case of the union that the additional work was being done by Namajuddin only after 1968 and 1969. Sri Namajuddin was under the direct control of one Sri B. N. Banerjee who was the Commander of the Falta Station. In his report, Ext. W-4, he stated in the last paragraph of that report that in view of his additional jobs, voluntarily done by him, which in turn is saving the Commissioner's substantial amount of money, it is recommended that he should be given a 'Special Pay' of Rs. 30 p.m. (Rupees thirty only). This report Ext. W-4, was sent by him to the Port Trust for acceptance. It is also relevant in this connection to quote the following portion of his report in Ext. W-4 :

"He has been a very useful hand here besides his actual job of E.P.L.A. in as much, in repairing the station van whenever it had developed trouble at the station. Jobs like renewing the suspension system, overhauling dynamo, self starter, horn, engine tuning even decarbonising. He is also an excellent Outboard motor mechanic. Without his services, I could not have run the outboard motors. Most of the motors (5 Nos.) are over 10 years old now and quite frequently these develop trouble. It is he who maintains these motors. If we are to send these imported Johnson Sea horse outboard motors to Messrs R. B. Rodda & Co. (only repairer in Calcutta) it would cost the Commissioner's exorbitant sum of money. For example on 2-5-70 we had got one motor estimated for repairs by Messrs R. B. Rodda

& Co., they had quoted about Rs. 2000 and charged Rs. 45. for making out the estimate only. After that I have stopped getting these repaired from them and now I get them done mostly by Sri Namajuddin.

To day, if the station launch develops some minor engine trouble, I normally get it attended by him only thus avoid sending the launch all the way to Calcutta for repairs."

6. The above report of a responsible Officer of the Port Trust clearly establishes that Sri Namajuddin had been executing the additional work as stated in Ext. W-4 in addition to his normal work attached to this office as Electric Plant Light Attendant. The fact that he was paid higher salary than other skilled labour or that he was paid higher rate of allowance is not a factor to be taken into consideration in fixing his special pay. The fundamental rules applicable to members of services and the Rule Making Control of the Government provides that "a specific addition of work and responsibility" will entitle an employee to get a special pay. It is proved through the evidence of the workman as WW-1 that the additional work was allotted to him after 1968 or 1969 and before that he was not doing the additional work. The evidence of MW-1, Assistant River Surveyor does not help us to determine as from when Sri Namajuddin started doing the additional work. His evidence is that he started work in the same manner even from the beginning of the Falta station in 1962 as against the averment made in the written statement of the Port Trust. The Port Trust had no case in the written statement that the additional work was being done from the very inception. In the absence of any such case the evidence of MW-1 cannot be supported. He admits however that the additional work such as service and repairing out-board motor engines, repairing and maintenance of station van and operating motor pump is being done by the workman. Once it is proved that he was doing the additional work only after 1968, it has to be said that it is a specific addition to his work and as such he would be entitled to get a special pay. The fact that his departmental superior officer had recommended a special pay as per Ext. W-4 report is another strong circumstance in his favour to hold that he would be entitled to get a special pay. In spite of Ext. W-4 report no action was seen to have been taken by the Port Trust. In the Establishment Schedule for the year 1975-76 maintained by the Calcutta Port Trust special pay was seen to have been paid to several employees on account of doing additional work. There is no ground to make a discrimination in the case of this workman for non-payment of special pay for the additional work which he is doing. So, I find on a consideration of the evidence and other circumstances in the case that this is a fit case in which the workman Namajuddin should be given special pay.

7. The next question is as to the amount of special pay and also the date from which the special pay shall take effect. The quantum asked for is for a sum of Rs. 45/- per month. But the Report, Ext. W-4 shows that the Commander had recommended only Rs. 30/- per month. The Commander was in-charge of the station and as such he was the proper person to assess the work and the quantum of special pay to be fixed. I find no ground to allow more than Rs. 30/- by way of special pay. The amount as proposed in Ext. W-4 report at Rs. 30/- per month can be allowed as special pay. Though the recommendation had been made in the year 1972 as per Ext. W-4, the Union had taken up the case of the workman only on 11th January, 1974. So, the demand for special pay was made only from 11-1-74 on the basis of the records produced in the case. So, an amount of Rs. 30/- per month shall be paid with effect from 11-1-1974 as special pay to the workman Sri Namajuddin.

8. In the result, an award is passed in favour of the workman Sri Namajuddin directing the Calcutta Port Trust to pay him a special pay of Rs. 30/- per mensem with effect from 11th January, 1974.

Dated, Calcutta,
The 27th July, 1976.

E. K. MOIDU, Presiding Officer.
[No. L-32012/14/75/D. IV(A)]
NANDLAL, Desk Officer.

अवेरा

नई दिल्ली, 10 जून, 1976

"का० आ० 3089.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में मौसम रिबरसाईड ट्रान्सपोर्ट एण्ड ट्रेडिंग प्राइवेट लिमिटेड, कलकत्ता के प्रबन्धक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विधान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त विवाद को उक्त अधिनियम की धारा 7क के अधीन गठित केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स रिवरसाइड ट्रांसपोर्ट एण्ड ट्रेडिंग प्राइवेट लि० कलकत्ता के प्रबन्धतंत्र की अपने निम्नलिखित कर्मचारियों को गोपी और पत्तन श्रमिकों के लिए मजदूरी पुनरीक्षण समिति की सिफारिशों के अनुसार अन्तरिम सहायता देने से इनकार करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुरोध के हकदार हैं ?

अन्तर्बलित कर्मचारियों के नाम :—

1. श्री चीता बहादुर चेतरी
2. श्री कृष्ण प्रसाद शर्मा
3. श्री मोहम्मद साफी
4. श्री मोहम्मद जमाल
5. श्री काल बहादुर चेतरी
6. श्री लाकी कान्त शर्मा
7. श्री गंगा बहादुर थापा
8. श्री भीम लाल शर्मा
9. श्री लक्ष्मी पति शर्मा
10. श्री जंगबहादुर चेतरी
11. श्री धान बहादुर शाले
12. श्री किशन बहादुर थापा
13. श्री शान्ता बहादुर चेतरी
14. श्री सेलेन्द्र सिंह
15. श्री मोहम्मद हुनीफ
16. श्री मोहम्मद जमील

स्टीमर वाचमैन सुपरवाइजर

स्टीमर वाचमैन

[संख्या एल-32011(25)/75-डी-4(ए)]

नन्द लाल, अनुभाग अधिकारी (विशेष)

ORDER

New Delhi, the 10th June, 1976

S.O. 3089.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Riverside Transport and Trading Private Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Messrs Riverside Transport and Trading Private Limited, Calcutta are justified in refusing to pay to their following workmen interim relief as per the recommendations of the Wage Revision Committee for Port and Dock Workers ? If not, to what relief are the workmen concerned entitled ?

Names of the Workmen involved :—

- | | |
|---------------------------------|--------------------------------|
| 1. Shri Chita Bahadur Chetri | } Steamer Watchmen Supervisors |
| 2. Shri Krishna Prasad sharma | |
| 3. Shri Mohammed Saffi | |
| 4. Shri Mohd. Jamal | |
| 5. Shri Kal Bahadur Chetri | } Steamer Watchmen |
| 6. Shri Laki Kanta Sharma | |
| 7. Shri Ganga Bahadur Thapa | |
| 8. Shri Bhimlal Sharma | |
| 9. Shri Lakshimpati Sharma | |
| 10. Shri Jangbahadur Chetri | |
| 11. Shri Dhan Bahadur Ghale. | |
| 12. Shri Kishon Bahadur Thapa | |
| 13. Shri Shanta Bahadur Chetri. | |
| 14. Shri Salender Singh | |
| 15. Shri Mohammed Hanif | |
| 16. Shri Mohd. Jamil. | |

[No. L-32011/25/75/D.IV(A)]

NAND LAL, Section Officer (Spl.)

नई दिल्ली, 7 अगस्त, 1976

का० आ० 3090.—यतः केन्द्रीय सरकार का समाधान हो गया है कि ऐसा लोकहित में अपेक्षित है कि भारत सरकार टकसाल अलिपुर, कलकत्ता, जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में प्रविष्टि 11 द्वारा अन्तर्गत लाया गया है, को उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ब) के उप-खण्ड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[एस-11017/4/75-डी-1/ए]

एल० के० नारायणन, डेस्क अधिकारी

New Delhi, the 7th August, 1976

S.O. 3090.—Whereas the Central Government is satisfied that the public interest requires that the India Government Mint, Alipore, Calcutta, which is covered by entry 11 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[S-11017/4/75-DIA]

L. K. NARAYANAN, Desk Officer

नई दिल्ली, 28 जुलाई, 1976

का० आ० 3091/499(उ).—केन्द्रीय सरकार, श्रम भविष्य निधि विधि (संशोधन) अध्यादेश 1976 (1976 का 9) की धारा 1 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 1 अगस्त, 1976 को ऐसी तारीख के रूप में नियत करती है, जिस तारीख को उक्त अध्यादेश प्रवृत्त होगा।

[संख्या एस०-35012(2)/76-(पी० एफ०-2 (i))]

का० आ० 3092/500(ऊ).—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6ग की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आधारित मजदूरी मंहगाई भत्ते (जिसे अन्तर्गत किसी खाद्य रियायत का नकद मूल्य भी आता है) तथा प्रतिधारण भत्ते (यदि कोई हो) के, जो तत्समय नियोजक के कर्मचारियों के संबंध में सन्देह हो, योग के 0.5 प्रतिशत को अभिवाय की ऐसी दर के रूप में नियत करती है, जो उक्त अधिनियम के अधीन स्थापित निक्षेप सहबद्ध बीमा निधि में नियोजक द्वारा प्रतिमास सन्देय होगी।

2. यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस०-35012/2/76-पी०एफ०-2(4)]

का० आ० 3093/501(इ).—केन्द्रीय सरकार, कोयला खान भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1948 (1948 का 46) की धारा 3छ की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आधारिक मजदूरी, मंहगाई भत्ते (जिसे अन्तर्गत किसी खाद्य रियायत का नकद मूल्य भी आता है) तथा प्रतिधारण भत्ते (यदि कोई हो) के, जो तत्समय नियोजक के कर्मचारियों के संबंध में सन्देह हो, योग के 0.5 प्रतिशत के अभिवाय की ऐसी दर के रूप में नियत करती है, जो उक्त अधिनियम के अधीन स्थापित निक्षेपसहबद्ध बीमा निधि में नियोजक द्वारा प्रतिमास सन्देय होगी।

2 यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस०-35012/2/76-पी०एफ०-2(5)]

का० आ० 3094/502(क)।—केन्द्रीय सरकार, कोयला खान भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1948 (1948 का 46) की धारा 33 की उपधारा (4) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नियोजक द्वारा अपने कर्मचारियों के संबंध में तत्समय सन्देश आधारित मजदूरी, सहगाई भत्ते (जिसके अन्तर्गत किन्हीं खाद्य रियायतों का नकद मूल्य भी आता है) और प्रतिधारण भत्ते (यदि कोई हो) के योग के 0.1 प्रतिशत को ऐसी अतिरिक्त रकम के रूप में विनिर्दिष्ट करती है, जो बीमा स्कीम द्वारा या उसके अधीन उपबन्धित किन्हीं प्रसुविधाओं की लागत महँ व्ययों से भिन्न उस स्कीम के प्रशासन के संबंध में व्ययों को पूरा करने के लिए निक्षेप-सहबद्ध बीमा निधि नियोजक द्वारा प्रति मास सन्देश होगी।

2 यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस०-35012/27/76-पी०एफ० 2 (vi)]

का० आ० 3095/503(क)।—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 69 की उपधारा (4) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नियोजक द्वारा अपने कर्मचारियों के संबंध में तत्समय सन्देश आधारित मजदूरी, सहगाई भत्ते (जिसके अन्तर्गत किन्हीं खाद्य रियायतों का नकद मूल्य भी आता है) और प्रतिधारण भत्ते (यदि कोई हो) के योग के 0.1 प्रतिशत की ऐसी अतिरिक्त रकम के रूप में विनिर्दिष्ट करती है, जो बीमा स्कीम द्वारा या उसके अधीन उपबन्धित किन्हीं प्रसुविधाओं की लागत महँ व्ययों से भिन्न उस स्कीम के प्रशासन के संबंध में व्ययों को पूरा करने के लिए निक्षेप सहबद्ध बीमा निधि नियोजक द्वारा प्रति मास सन्देश होगी।

2. यह अधिसूचना 1 अगस्त, 1976 को प्रवृत्त होगी।

[संख्या एस०-35012/27/76-पी०एफ० 2 (vii)]

एस० एस० सहस्रनामन, उर्ष सचिव

New Delhi, the 9th August, 1976

S.O. 3096—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the storing Agents of the Food Corporation of India and their workmen, which was received by the Central Government on the 31st July, 1976

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

Reference No. 62 of 1971

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

(Ministry's order No. L. 42012/18/71-LR/III dated 8th December 1971).

PARTIES:

Employers in relation to the Storing Agents of the Food Corporation of India mentioned in Column 1 of the Schedule

AND

Their workmen.

APPEARANCES:

On behalf of the employers—(1) Sri C. L. Ganguly, Advocate, (2) Sri K. N. Sen, Advocate, (3) Sri R. S. Mazumdar, Advocate, (4) Sri S. C. Mukherjee, Advocate.

On behalf of the workmen—(1) Shri D. L. Sengupta, Advocate, (2) Shri S. N. Banerjee, Advocate.

STATE : West Bengal

INDUSTRY : Food

Dhanbad, the 26th July, 1976

AWARD

The Central Government, Ministry of Labour, being of opinion that an industrial dispute exists between the storing agents of the Food Corporation of India and their workmen referred the same to this Tribunal for adjudication.

In the schedule to the order of reference there are three columns: the names of the 13 storing agents have been incorporated in Col. No. 1 under serial No. 1 to 13; in

column No. 2 the names of the workmen have been incorporated against each of the thirteen storing agents and in column No. 3 the dispute for adjudication has been given which are as follows:

SCHEDULE

1	2	3	4
Name of the employer (Storing agents of the Food Corporation of India).	Names of workmen		Disputes for adjudication.
1. M/s. D.C. Sen, 44, Chetla Road, Calcutta-27.	Serial No. 1 to 113	(With names)	Whether the action of the employers in refusing to employ their respective workmen working at their godowns or depots or railway sidings prior to 30th October 1970 is Justified. If not to what relief these workmen are entitled ?
2. M/s. Kanailal Sikdar, 300, Roybahadur Road, Calcutta-53.	Sl. No. 1 to 29	-Do-	
3. M/s. Amarendra Nath Janc, 2282, Benarash Road, Village and Post Office, Bamangachi District Howrah.	Sl. No. 1 to 85	-Do-	
4. M/s. Hiralal Modi and A.K. Das Gupta and Sree Traders, 124, Basanta Lal Saha Road, Calcutta.	Sl. No. 1 to 82	-Do-	
5. M/s. R. C Nandi 57/1, B.T. Road, Cossipore.	Sl. No. 1 to 80	-Do-	
6. M/s. A. Rahman & M/s. B.C. Ghosh, GIS Cotton Mill Food Depot, P.O. Baldyabati, District Hooghly.	Sl. No. 1 to 99	-Do-	
7. M/s. Monilal Ghosh, Jorhat, P.O. Abdul, District Howrah.	Sl. No. 1 to 21	-Do-	
8. M/s. S.K. Samanta, 6 Mallick Ghat Road, Ramkrishnapur, Howrah.	Sl. No. 1 to 42	-Do-	
9. M/s. Jagbandhu Sarkar, Village Latifpur, P.O. Uluberia, District, Howrah.	Sl. No. 1 to 73	-Do-	
10. M/s. Bimal Kumar Singh, 220 Naskarpara Road, P. O. Ghosuri, District, Howrah.	Sl. No. 1 to 84		
11. M/s. Sarat Kumar Mandal, 5, Mallick Ghat Road, Ramkrishnapore, P.O. and District Howrah.	Sl. No. 1 to 25	-Do-	
12. M/s. A.K. Samadar, 15, Kali, Prasanna Singh amia Road, Calcutta.	Sl. No. 1 to 33	-Do-	
13. M/s. Dhar and Company 41/1, Bhupendra Bose Avenue, Calcutta-4.	Sl. No. 1 to 27	-Do-	

Written statement and rejoinder on behalf of the workmen was filed by the Food Corporation of India Workers Union, Eastern Zone, Calcutta under the signature of the Jt. Secretary of the Union. The storing agents, Sl. No. 1, Sl. No. 2, Sl. No. 3, Sl. No. 4, Sl. No. 5, Sl. No. 7, Sl. No. 8, Sl. No. 9, Sl. No. 11, Sl. No. 12, Sl. No. 13 filed their written statements and rejoinders. In respect of storing agent at Sl. No. 6 and storing agent at Sl. No. 10 no written statement was filed nor there was any appearance by them.

The case of the workmen briefly stated is as follows : The storing agents concerned were previously whole-sellers of foodgrains and then they became storing agents of the Food Corporation of India (hereinafter called the Corporation). Before the formation of the union on record National Union of Waterfront Workers agitated for abolition of contract system in the work of the corporation and for direct employment of the workers engaged in the work of the corporation under the corporation. As a result the corporation agreed to departmentalise some of the workmen but the workmen of the storing agents as mentioned in the order of reference were not departmentalised. On the failure of the corporation to absorb the workmen of the storing agents and concede other demands the union served a notice of strike dated 16-9-1970 on the corporation and the workmen of the storing agents along with the workmen of the Food Corporation of India struck work w.e.f. 30-10-70 on a charter of demands and this strike continued for 15/16 days. The strike was however called off on the execution of a tripartite settlement dated 14-11-70 between the Food Corporation of India and F.C.I. Workers Union. In the settlement the corporation at Calcutta agreed not to resort to take any legal/disciplinary action against the striking workers. The storing agents in violation of the aforesaid agreement refused to employ the 793 workmen concerned when they reported for duty on 15-11-70. Industrial dispute was raised with the storing agents. In the conciliation meetings called by the Asstt. Labour Commissioner(C) Calcutta the storing agents did not attend. The Food Corporation of India promised to persuade the storing agents to settle the dispute with the workmen but to no effect. The action of the storing agents is alleged to be unjustified, illegal, mala fide, by way of victimisation and unfair labour practice. The workmen therefore want reinstatement with full back wages.

The written statements as filed by the storing agents mentioned above are more or less on the same line which is briefly stated as follows :—

The order of reference is not maintainable as the corporation has not been made a party to be alleged dispute. The reference is also not maintainable as no industrial dispute was raised with the storing agents and there was no privity of contract of employment between the alleged workmen and the storing agents, etc. According to them the storing agents were appointed as clearing storing and distributing agents of the Corporation by separate agreements which are still subsisting. The storing agents appointed independent contractors and according to the contract the said contractors are to execute the work through their respective workers over whom the storing agents have no control or supervision. The storing agents are paid by the corporation on the basis of quintals of foodgrains distributed by the storing agents and the contractors of the storing agents were paid on the basis of bags of foodgrains handled by the contractors employees and the contractors themselves used to pay their employees. The alleged agreement between the Corporation and the FCI Workers Union dated 14-11-70 is not binding on the storing agents as they were not parties to the said agreement. The alleged workers were never the workers of the storing agents and neither the alleged workmen nor the union approached the storing agents with any demand.

The points that arise for decision in this case in view of the pleadings of the parties are as follows :—

- (1) Whether there is any employer-employee relationship between the storing agents and the alleged workmen as mentioned in the order of reference.
- (2) Whether there was any privity of contract of employment between the storing agents and the alleged workmen.
- (3) Whether the Order of Reference is maintainable in the absence of the Food Corporation of India as a party to it.
- (4) Whether any industrial dispute was raised before the storing agents.

I take up first, point No. 1 and 2 together : viz.

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- (1) Whether there is any employer-employee relationship between the storing agents and the alleged workmen as mentioned in the Order of Reference.
- (2) Whether there was any privity of contract of employment between the storing agents and the alleged workmen.

I start with some facts considered significant and which I think would appear to be significant to all. Quoted below is the relevant portion of paragraph 7 of the written statement filed by Food Corporation of India Workers Union, which apparently in the written statement for all the persons claiming to be workmen under the storing agents.

"That the Food Corporation of India Workers' Union started agitation for the departmentalisation of the workmen working for the said corporation in various places, including those on the employers named in the instant Order of Reference. Even prior to the formation of the aforesaid trade union, National Union of Water front Workers agitated for abolition of the contract system in the work of the said corporation and for direct employment of the workers engaged in the work of the said corporation by the same. As a result of the agitation by the said union the said corporation agreed to departmentalise some of the workmen with effect from 15th January, 1970."

There are two aspects of the above—

(1) The persons concerned are working under contract system with the storing agents and (2) for long the union, and before that, the National Union of Waterfront Workers are agitating for their departmentalisation with the Corporation. The result is that some of them were departmentalised but the workmen of the storing agents as mentioned in the Order of Reference were not departmentalised. The workmen of the Corporation struck work with effect from 30-10-70 on demands which included also the departmentalisation of those who were not departmentalised. The storing agents are not contractors but are Agents for storing. To all intents and purposes the above is an admission of the union of workmen that the persons concerned are on contract system. It is not the case of the union that any time thereafter the persons concerned became the direct workmen of the storing agents. The second significant fact is the evidence in cross-examination of WW. 1 who claims to be a workman under the storing agent, serial No. 1 D. C. Sen. The above witness says that there is a barley factory of M/s. Rackitt Colman & Co. in Behala and they work at times in the above barley factory of another company under the advice of the manager. Storing agent No. 1 was not trading in labour as there is no evidence like that. So this admission of WW. 1 is not consistent with their claim that they were the employees of storing agent No. 1. On the other hand it is consistent with the storing agents case that the persons concerned were the workers of contractors, who used to employ them in the godown of company's work according to the need of the situation. It may be argued this may be true of storing agent No. 1 alone. I can say that the case of storing agent No. 1 only sets the pattern. Since the nature of business of the storing agents is the same, which was admitted at the time of argument, what is true of storing agent No. 1 should, of necessity, be true in respect of the other storing agents. So, this is one very important aspect of the case. It appears that from the workmen's side no appointment letter could be produced nor any paper which would go to show that the persons claiming to be the workmen are really the workmen of the storing agents. WW. 1, Bistupada Barik, WW. 2 Basudeb Koyal and WW. 3 Rabindra Nath Purkayast who have been examined from the side of the workmen say that they were the workmen of employer No. 1 and they also say what work they were doing. WW. 4 Badri Prasad and WW. 5 Sukdev Mondal say that they were working under employer No. 3 and what work they were doing. WW. 6 Joyram Routh says that he was working under employer No. 6 and what work he was doing. WW. 7 Surendra Nath Tewari says that he is a workman under employer No. 10 and what work he was doing. WW. 8, Birbar Jona says that he is a workman of employer No. 2 and what work he was doing. WW. 9 Prahlad Chandra Kandi says that he was working under employer No. 4 and what work he was doing. WW. 10 Chaitan Routh says he was working under employer No. 5 and what work he was doing. WW. 10, Bahadur Sahu says that he was working under employer No. 5 and what work he was doing. WW. 11 says, he was working under employer No. 13. WW. 12 says that he was working under employer No. 12.

WW. 13 says that he was working under employer No. 11. WW. 14 says that he was working under employer No. 8. WW. 15 says that he was working under employer No. 9. WW. 16 says that he was working under employer No. 7. WW. 17 says that he was working under employer No. 9. All these witnesses say what work they were doing. As against this MW. 1 to MW. 3 from the side of employer No. 1, MW. 4 the Proprietor of employer No. 2, MW. 5 from the side of employer No. 2, MW. 6 from the side of employer No. 4, MW. 7 for employer No. 8, MW. 8 who is employer No. 7, MW. 9 who is working under employer No. 7, MW. 10 for employer No. 7, MW. 11 from the side of employer No. 5, MW. 12 one of the partners of employer No. 9, MW. 13 employee of employer No. 9, all deny in their evidence that the alleged workmen are their workmen. So far as the storing agents mentioned above and the workmen are concerned, this is oath against oath. It is necessary to look into other facts and circumstances to see how far the workmen have been able to prove their case. The learned Advocate arguing for the workmen submits that in the agreements Ext. M2 onwards between the Corporation and the storing agents there is a provision that the corporation will be entitled to take disciplinary action against all persons who handle the corporation's foodgrains. The learned Advocate from the side of the workmen submits that the storing agents by agreement gave the authority of disciplinary action against the labour force in the hands of the corporation and unless these workmen were the workmen of the storing agents no such authority could be given. This fact is not by itself conclusive to show that the alleged workmen are the workmen of the storing agents. Shri C. L. Ganguly, learned Advocate arguing for employers at Sl. Nos. 2, 4, 7, 8, 9 and 12 submits that the Corporation was dealing with essential commodities like food and therefore it may be that they wanted to keep the right of disciplinary action to themselves in respect of all these persons who handle till essential commodities. He further submits that if the alleged workmen were actually the workmen of the storing agents it is not likely for some reason or other for the storing agents to give the authority of punishment of his own men to another body. So it may cut both ways. It was further submitted by Shri D. L. Sengupta that there is no provision in the agreement between the Corporation and the storing agents for the engagement of sub-contractors and so there was no contractors as claimed. There is also no prohibition in the agreement for employment of sub-contractors. In my opinion in the absence of prohibition the storing agents were at liberty to engage sub-contractors considering the nature of their business. Then the learned Advocate appearing for the workmen refers to an agreement between the Corporation and the FCI Workers Union dated 14-11-70. Ext. W. 23 following which the strike was withdrawn. There is a clause in this agreement that the Corporation agreed not to resort to take any legal disciplinary action against the striking workers and submits that this agreement between the Corporation and the workmen is not inconsistent with the agreement between the storing agents and the corporation which are Ext. M2 onwards. It may look as though the storing agents working on commission under the Corporation surrendered their valuable rights in favour of the corporation. From the side of the employers who are represented by Shri C. L. Ganguly, Advocate it is submitted there is nothing to show that the storing agents ever authorised the corporation to represent them in the agreement dated 14-11-70 and that the agreement was also not binding on them. Actually there is nothing to show that the storing agents authorised the corporation to represent them in the agreement, Ext. W. 23. In my opinion, Ext. W. 23 is not helpful to the case of the workmen for the above purpose. Then we may look into other facts and circumstances. Admittedly the FCI Workers Union gave a notice of strike to the corporation to press their demands, one of which was departmentalisation of the contract labour. Admittedly no notice of strike was given on any of the 13 storing agents. It is the case of the workmen that all the workmen working under different storing agents also struck their work. If, as the workmen say, they are the workmen of the storing agents and they struck work, it is only natural to suppose that they or the union would be giving a notice of strike on their employers also viz. the storing agents. This non-service of notice of strike on the storing agents also goes some way to show that the alleged workmen were not the workmen of the storing agents. In the absence of anything to show that the storing agents authorised the corporation to enter into the agreement, Ext. W. 23, on their behalf the possible

supposition that can arise is that the storing agents were not a party to that agreement as they were not the employers of the alleged workmen. I have gone through the evidence of witnesses WW. 1 to WW. 17 who claim to be working under different storing agents. The trend of their evidence is that the Babus of the storing agents used to make payment of their wages for which they in some cases put their signatures or thumb impression as the case may be on plain papers or khata. Sometimes their hazri was deducted, and for taking leave they had to apply to Babus of the storing agents. If that be so, it is expected that the storing agents would be maintaining pay register and their accounts would also show the payment of wages to these workmen. There would be also a leave register. These are all matters of record. The workmen have not called for relevant papers from the storing agents showing payment of wages to them or granting of leave to them. As a matter of fact the workmen have not called for a single document from the respective employers. No explanation has been given as to why they did not call for any documents from their employers. This non-calling of important documents from the alleged employers raises an adverse presumption against the workmen. Now I refer to the evidence on the management's side. The evidence coming from the side of employer No. 1 is that Fakir Mohan Achariya, Harihar Mahapatra and Santosh Kumar Maity were their labour contractors. They have produced contractors bills which are Exts. M4 to M134 bearing signature of the contractors on revenue stamp on the bills themselves. The evidence from the side of employer No. 4 is that Satyananda Bera, Mou Choudhury and Kankun Sirdar were their labour contractors. Exts. M177, Ext. M188, M180 and M181 are letters with regard to the creation of the contract. Contract can be created by offer and acceptance by letters. Then again the different contractors bills in many sheets are Exts. M182, M183, M184, & M185. With regard to employer No. 2 the contractor's bills are Ext. M172 and M175. With regard to employer No. 7 the evidence is that Felu Male and Ganendra Das were the contractors and the agreements are Ext. M 195 and M 196. With regard to employer No. 8 the evidence is that the contractors were Padma Deo, Kamakhya Prasad and Nishikanta Dalapati. There is also evidence that the contractors used to receive payments from the accountant of the firm and sign on the register, marked Ext. M191. With regard to employer No. 9 the evidence is that the contractor was Allaiddin Khan. With regard to employer No. 5 the evidence is that Sarju Goram and S. N. Singh were the contractors. Sarju's bills are Ext. M 201 and the other contractor's bills is Ext. M 202 in 17 sheets and 25 sheets. The contractor has signed on revenue stamp on these bills. Shri S. N. Singh's bills are Ext. M203. There is no satisfactory evidence before me that the above are manufactured documents or spurious documents. The workmen have not examined any of the above contractors to say that they were employees of the storing agents or deny the agreements and bills. In the face of this it is not reasonable to throw out the above documentary evidence. That apart, it is in the cross-examination of WW.2 that Shri Santosh Kumar Maity (the contractor of employer No. 1 as per evidence) used to prepare bills in respect of each item of work like loading, unloading, stacking of food-grain bags at prescribed rates. The above bills were checked in the office of employer No. 1 at Chetta. As Santosh Kumar Maity was illiterate, WW.2 used to collect the money as charged in the bills on his behalf from the company. The signature of Santosh Kumar Maity was made through his pen. His further evidence is that the money so drawn out of the bills were distributed to the 23 persons who worked under Santosh Kumar Maity (underlining mine) WW.1 who alleges to be a workman under employer No. 1 admits in his evidence that he used to get his wages from Fakir Mohan Achariya, workmen at Sl. Nos. 1 to 63, 65, 66, 68, 271 received payment from Fakir Mohan Achariya. Workmen at Sl. Nos. 73 to 89 received payment from Harihar Mahapatra. Sl. Nos. 72 and Sl. Nos. 92 to 111 received payment from Santosh Kumar Maity. This witness further says that in No. 21 Chetta Road there is a barley factory of Reckitt Calman & Co. He denies that Fakir Mohan Achariya also worked as a contractor in Reckitt Calman and Co. He however volunteers that the employees of M/s. D. C. Sen, employer No. 1 advised them to work in Reckitt Calman and Co. in their idle hours so that they may earn something. If the persons claim to be workmen of employer No. 1 there is no reason why they would be asked to work in another firm with which employer No. 1 appears to have no connection. If the above fact shows anything it goes to show that the above persons

used to work in Reckitt Calman and Co. as they were not the employees of employer No. 1 WW. 3 who claims to be a workman under employer No. 1 says in his evidence that under instructions of their manager some of the workmen of employer No. 1 went and worked in the batley factory. My observation in respect of this evidence is same as above. Then there is also evidence from workmen side that they used to work on 'no work on pay basis'. WW. 7 who claims to be a workman under employer No. 10 says in his evidence that they were not getting wages but their work was on 'furan' basis. WW. 6 claiming to be a workman under employer No. 6 says there was a fixed rate of charge for a bag and they were paid weekly wages on the above rates. I need not multiply evidence in this respect. The above evidence goes a long way to show that the alleged workmen were not the workmen of the storing agents. Then, Ext. W. 7 onwards are said to be the demand notices of the workmen. The names of the alleged workmen were not given in the notice of demand. The names of the workmen appear nowhere and it appears from the failure report that the Secretary of the union gave a list of the workmen in conciliation stage when asked for by the Conciliation Officer. WW. 19 is Shri R. P. Bhatnagar who as Assistant Labour Commissioner (C) held a conciliation and it is his evidence that on the basis of information furnished by the union he included the names of the workmen against each storing agents as their concerned workmen. He relied upon the above information supplied by the union and the whole matter was an undated one. The number of the alleged workmen runs to 793. The submission of Shri C. L. Ganguly, learned Advocate for some of the employers, that the union has not given satisfactory evidence in discharge of their onus about the persons claimed to be workmen has some substance. Shri S. N. Banerjee, Advocate for the workmen admitted at one stage that the names of many workmen as given in the order of reference were wrongly quoted. This presents some difficulty also. There were no attempts from the side of the workmen for necessary correction of the names by issue of a corrigendum from the Ministry of Labour who made the reference. If some of the names of the workmen as in the order of reference are wrong the persons wrongly named are not naturally workmen and wrongly named persons cannot be declared as workmen. The learned Advocate for the workmen, Shri D. I. Sengupta draws my attention to Clause 34 of the agreement between the Corporation and the storing agent which says that the agent shall be responsible for the supply of labour for all kinds of work as may be necessary and submits that this shows that the workmen were working under the storing agents. I think that the responsibility for supply of labour as enjoined in the agreement does not mean that the storing agents shall appoint labourers of their own and employ them in the work of food handling in the godowns. That apart it appears from the failure report, Ext. W. 1/1 that in the conciliation proceedings the Senior Deputy Manager (Labour) and Addl. Regional Manager of Food Corporation of India denying the contention of the union expressed that the management of the Corporation had no contract with the storing agents about the employment or terms of employment of labour because these agents simply held the stocks on commission basis. This explains away the contention of the learned Advocate appearing for the workmen regarding the interpretation of Clause 34 of the agreement between the Corporation and the storing agents. Clause 19 of the agreement between the Corporation and the Storing agent runs as follows :

"The Agent/s shall be responsible for the proper conduct and honest behaviour of his/their/its staffs and employees while working or property containing corporation goods. The agent/s shall not appoint any staff or engage any labour who has been previously found guilty of misconducts or any offence against the State and/or sentenced in any criminal case and/or is in any way connected with subversive activities....."

I think that this clause does not prove that the persons concerned are the workmen of the storing agent. It only ensures that whosoever is engaged in food handling should be of good conduct. The storing agents on their part was to satisfy themselves about this point when the contractors engaged their men for the work. Taking into consideration all the facts and circumstances as discussed by me above I cannot persuade myself to believe that the persons as named against the stor-

ing agents in the order of reference are the workmen of the storing agent themselves. I may say in this connection that even if some of the storing agents have not appeared the workmen are required to prove their case *ex parte* against him and on contest against those storing agents who have appeared. In my view the workmen have not been able to prove their case even *ex parte* against those who have not contested, and on contest against those who have appeared. I may say in this connection that Shri D. I. Sengupta who appeared for workman laid more emphasis on the establishment of employer-employee relation on the basis of some decisions of Supreme Court. He referred to a number of rulings and on the basis of facts in the light of those rulings he tried to show that the alleged contractors are not independent contractors but intermediaries or employees of the storing agents and the persons working under the alleged intermediaries or employees are by necessary implication the workmen of the storing agents. The rulings referred to are *Dharamgadhhar Chemicals Ltd. v. State of Saurashtra*, 1957-1-LLJ 47 (S.C.), *Chintamon Rao v. State of Madhya Pradesh*, 1958-II-LLJ 252 (S.C.), *Sankar Balaji v. State of Saurashtra*, 1962-1-LLJ 119 (S.C.), *D. C. Dewan Mahiden Sahib and Sons v. United Bidi Workers*, 1964-II-LLJ 633 (S.C.), *Shivanam Sharma v. Punjab National Bank*, Vol. III FJR 150 (S.C.). In *Dharamgadhhar Chemicals* it was held that the question of relationship of employer-employee is a question of fact which the Tribunal has jurisdiction to decide. It is also decided there that there should be an employment of the alleged workmen by the employer. The *prima facie* test laid down is the existence of the right in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant was to do but also the manner in which he shall do the work. In that case it was found on facts that the *agarias* were working in the salt works under the lessees of the salt work and the supervision and control was exercised by the lessee extending to all stages of the salt manufacture from the beginning to the end and therefore the *agarias* were not the independent contractors but workmen as defined in the Act. He also referred to Vol. XXXIII FJR 386 *Bhagaband Colliery v. Workmen*. There some of the workmen themselves supplied labour force to the company and the work of these labour was supervised by the employees engaging them and so the persons so engaged in the colliery by the employees were considered as workmen of the company itself. In *Sivananda Sharma v. Punjab National Bank* the bank appointed a company as treasurer under a contract by which the treasurers were made responsible for the cash, department of the bank at the head office and the branches. The treasurer appointed cashier in different branches of the bank. It was held by the Supreme Court that from the terms of the agreement between the bank and treasurer it was clear that the treasurers were under the employment of the bank on monthly basis for an indefinite term and were under the complete control and direction of the bank, and as the direction and control of the cashier were entirely vested in the bank the cashier must be held to be an employee of the bank. D.C. Dewan Mahiden Sahib and Sons case relates to bidi manufacturing industry and the other cases mostly relates to bidi manufacture. There the bidi manufacturer used to give bidi leaf to the intermediaries for cutting in proper shape and the persons employed by them used to do the rolling of the bidi in the premises of the intermediaries with materials supplied by the intermediaries. In one case it was found that the bidi manufacturing factory actually belonged to the bidi manufacturing company where the workmen of the intermediaries used to roll the bidis. It appears that the special feature in bidi case is that the bidi manufacturers had the quality control in their hand presumably for good market of the bidi. It is therefore seen that the bidi manufacturers kept strict control and supervision over the work of both the intermediaries or the persons engaged by them in bidi making in all stages of the manufacture from beginning to end. In view of this the intermediaries or the workmen engaged by them in bidi manufacturing were considered the employees of the bidi manufacturing company. The case of the Punjab National Bank has special features in that the cashier appointed by the treasurer who was appointed by the bank, was under the intensive control and direction of the bank manager and his pay and other emoluments were also controlled by the bank. In my opinion the decisions as cited by Shri D. I. Sengupta are not on all fours with the facts of the case of the storing agents we are dealing with. It does not appear that the contractors were under the control of the storing agents. In the above cases the

business was of the bidi manufacturers under whom there were intermediaries or independent contractors and other workers who made the bidi. In our case the business is of the Food Corporation and not of the storing agents and control of the work done by the storing agents and the labour engaged in the godowns was by the Food Corporation of India themselves through their officers as would be found from the argument and evidence. It is so much in evidence of the witnesses examined by the workmen that as inspector or deputed by the Corporation used to remain in the godowns of the storing agents and they used to give instructions to the workmen regarding loading, unloading, stacking, weighing and other process involved in the food handling. Of course they have tried to say that the storing agents also used to supervise the work of food handling in the godowns. If the inspectors of the Corporation remained present in the godowns and supervise the work of the workmen there and gave them directions regarding all process of food handling, little does come the scope of the storing agents to supervise and control the same work over again. By the agreement, Ext. M2 etc, the Corporation told the storing agents what work they were required to do and not the manner or mode in which to do the said work. There is a provision in the agreement about the supervision of the work in the godown of the storing agents by the officers of the Corporation. The nature of business of the storing agents as it appears from evidence is to receive foodstuffs on behalf of the Corporation store them and then again distribute them to different authorities according to the advice of the corporation. This being the nature of business they should of necessity see to some part of the work. The advice regarding receipt and despatch of foodstuffs was obtained by the storing agents from the corporation. The nature of work involved in this process does not entail control and supervision of the workmen engaged in the food handling at all stages or with any intensity. Again I may reiterate that there is definite evidence of some of the workmen's witnesses e.g. WW 2, WW 4 etc. that the inspectors of the Corporation used to supervise their work and give instructions regarding stacking, despatch, loading and unloading etc. In view of the evidence on record and other facts and circumstances what transpires is that the corporation told the storing agents what work is to be done and not the manner in which it is to be done. It also transpires that the storing agents did not supervise and control the mode of the food handling by the workmen. It further transpires that the inspectors of the corporation were deputed in every foodgrain godown and they actually gave directions about the mode of work and supervise and control the food handling by the workers there. So on facts our present case can be distinguished from decisions as cited by the learned Advocate for the workmen as quoted above. The labour contractors cannot be said to be indigent persons in the employment of the storing agents but on all showing they were independent contractors. The workmen concerned worked under the control and supervision of the corporation's inspectors. In that view of the matter the proposition of law as laid down in those cases cannot be applied in the instant case. Giving my earnest consideration to the materials on record I come to the conclusion that the employer-employee relationship between the storing agents and the persons claiming to be workmen under them has not been established. I may again say that in the instant reference some of the storing agents contested and some did not. Arguments were placed before me by Shri C. L. Ganguly representing storing agents, SI. Nos. 2, 4, 7, 8, 9 & 12. None appeared to place arguments from the side of other storing agents. Admittedly the nature of business of all the storing agents is the same and it may be said what may be true of the contesting storing agents is also true in the case of non-contesting storing agents. The case of the workmen has not been moved even *ex parte* against other storing agents. The privity of contract of employment between the storing agents and the alleged workmen has not also been proved.

The next point is a question of law. The case of the contesting storing agents is that no industrial dispute was raised with them either by the alleged workmen themselves or by the union. The learned Advocate for the employers at SI. Nos. 2, 4, 7, 8, 9 & 12 in the order of Reference, Shri C. L. Ganguly submits even taking the case of the workmen at their face value, no industrial dispute was raised by them with the employers, so as to make the reference maintainable. I may now refer to the law on this point.

The leading authority on this point even today is the decision of the Supreme Court in *Sindhu Resettlement Corporation -v- Industrial Tribunal*, 1968-1-LJ 834. It was held in that case that a mere demand to a Government without a dispute being raised by the workmen with their employer cannot become an industrial dispute. It was further held that it may be that the Conciliation Officer reported to the Government that an industrial dispute did exist but the evidence produced clearly show that no such dispute was ever raised by the respondent with the management. The proposition of law as laid down in the above decision was followed in a number of subsequent cases. In the case between *Delhi Transport Corporation & Delhi Administration* as reported in 1973-11-LJ 307 it was held by the Delhi High Court that a demand by the workmen and its rejection by the employers was necessary to constitute an industrial dispute. In the absence of demand and refusal there was no industrial dispute and the reference was illegal. With reference to the matter in that case it was held that as no demand was made by Shri Sadhu Ram on the employer prior to conciliation and the reference the impugned order of reference is not based on relevant material at all. The reference was therefore incompetent. The same view was held in other cases and only to name a few are AIR 1968 (S.C.) 529, *Jaipur Udyog Ltd. -v- Cement Workers Karmachari Sangh, Chhotabai Jethalbai Patel & Co. -v- Industrial Tribunal, Maharashtra*, 1972-1-LJ 657 which establish beyond doubt that the legality of a reference can be impugned by disproving its factual basis. The learned Advocate for the workmen referred to a ruling between *M/s. Andrew Yule & Co. -v- Fifth Industrial Tribunal, West Bengal* and others as reported in F.I.R. 1974, Vol. 29 P 280, Calcutta High Court. One of the points decided in this case is that if no dispute at all has been raised by the workmen with the management any request sent by them to the Government would only be a demand by them and not industrial dispute between them and the employer. A mere demand to the Government without a dispute being raised with the employer cannot become an industrial dispute. The workmen must first raise a demand. On the management and in the absence any such prior demand there cannot be any industrial dispute which can be said to arise and exist. Even if a demand is made to a Conciliation Officer and the communication by him to the management cannot constitute an industrial dispute. The sum and substance of the above decisions is that there must be a demand raised by the workmen with the management and refusal of that demand by the management to constitute an industrial dispute. Such demand and refusal must be prior to any request sent by the workmen to the Government and even if a demand is made to a conciliation officer and the communication by him is sent to the management that cannot constitute an industrial dispute. In the light of the above decisions I am to see if any demand was raised by the workmen with the management and the management refused the same prior to the workmen going to the Government. To have a better appreciation of the matter it is necessary to recapitulate the fact a little. The workmen represented by FCI Workers Union went on strike from 30-10-70 on a five point demand which among others included the demand for departmentalisation of the workers working in different places handling the foodgrains of the Corporation, in godowns or railway sidings or jetties. The case of the workmen is that the persons alleged to be working under the storing agent's also joined the strike. The strike continued for about 16 days. On 14-11-70 a settlement was executed between the corporation and the workmen represented by FCI Workers union. On the basis of the agreement the strike was called off. The case of the workmen in the present case is that in pursuance of the agreement they went to resume their duties under the different storing agents w.e.f. 15-11-1970. But they were not allowed to join duties by the storing agents. It may be mentioned in this connection that in the settlement between the corporation and the workmen represented by FCI Workers Union there was a clause that no disciplinary or legal action will be taken against the striking workers. It appears from a letter by the FCI Workers Union to the Assistant Labour Commissioner (C) dated 17-11-1970 that in spite of the agreement the storing agents were not allowing their workmen to resume their duties and as a matter of fact they have recruited new men in their places (Ext. W. 24). So the relevant dates we get are 14-11-1970 which was the date of agreement, 15-11-1970 which was the date when the workmen went to resume their duties and 17-11-1970 when the workmen complained to the Assistant Labour Commissioner (C). Only one date viz. 16-11-1970 intervenes between 15-11-1970 and 17-11-1970, and that was only the possible date when

the workmen could raise the industrial dispute with the management. Let us see if any industrial dispute was raised with the management on 16.11.1970 either verbally or in writing. The workmen examined in this case are not very much aware of and when the industrial dispute was raised with the management. WW 18 Shri Ghanashyam Jena Ji Secretary of FCI Workers Union was examined and it is not in his evidence of which date the industrial dispute was raised and with which storing agents. There were 13 storing agents places of work of which are distributed over a wide area. Can it be said that in course of one day the Joint Secretary of the union or anybody on his behalf rushed from depot to depot to raise an industrial dispute with the 13 storing agents spread over a wide area? I don't say it is not possible but it borders on impossibility. At least the evidence on the point is not satisfactory that the union raised industrial dispute with the 13 storing agents and that too on 16.11.1970 i.e. before writing to the Government for redress on 17.11.1970. In this connection we may remember the law that if no dispute at all was raised with the management any request sent by them to the Government would not constitute an industrial dispute. Now we may look to the documentary evidence on this point. The workmen relied upon some letters which appear to have been marked Ext W 7 to W 22. These are said to be the demand notices constituting raising of industrial dispute. From the order No 8 in this case it appears that these papers were admitted on record by my learned predecessor in office subject to proof and relevancy in future. In other words the said order of my learned predecessor in office amounts to marking these letters for identification only. In that case these demand notices cannot be taken into account. If they go to the workmen's case that they raised industrial dispute with the management also goes with it. Be that as it may, let us look the other way round with regard to these demand notices. It does not appear that the demand notices have been admitted by the respective employers. Even if it were the case that the demand notices were marked with formal proof dispensed with that does not mean acceptance of the content of the demand notices or the issue of the same by the workmen and receipt of the same by the employers. It was sought to be raised by the learned Advocate for the workmen that if any letter is marked with formal proof dispensed with it amounts to acceptance of the contents of the letter and admission of the receipt of the letter. I am afraid I cannot accept this proposition because if a letter is marked with formal proof dispensed with the only relief which the party concerned gets is not to bring any witness to prove the letter. It serves no other purpose. However let us for argument's sake by pass this controversial question of admission of documents with formal proof dispensed with. The letters should at least be issued by the workmen and received by the employers so that the employers can be fastened with the liability of having the letters been served upon them. I can take one by one the alleged demand notice. Ext W 7 no proof of posting, no proof of service. Ext W 8 same. Ext W 9 same. Ext W 10 is a registered cover which came back undelivered. Ext W 11 same. Ext W 14—no proof of posting, no proof of service. Exts W 17, 18, 19, 20 and 21 are all registered letters which were returned un-served. The law on the point is if any letter is correctly addressed to an addressee and refused by him it will amount to service of the same. It is not much in evidence that the letters were refused by the addressees. Ext W 22 is another demand notice in which case there is neither proof of posting nor proof of service. In the absence of proof of posting of these letters and service on the employers it cannot be said that the different storing agents received the demand notices (right). If they did not receive the demand notices the question of raising industrial dispute through these demand notices does not arise. I may again look into the point from another angle. Now Ext W 7 is dated 2.12.1970. Admittedly the demand was made to the Government i.e. on the Assistant Labour Commissioner (C) on 17.11.1970 and admittedly the conciliation was taken up on 19.11.1970. Even at the cost of iteration I can say that the raising of the industrial dispute must precede the raising of the demand with the Government or the holding of the conciliation proceeding. Ext W 7 being subsequent to 17.11.1970 and 19.11.1970 no valid industrial dispute was raised with the management by a letter dated 2.12.1970. Ext W 8 is dated 16.11.1970. There is no evidence that the letter was hand delivered on the addressee on the same date or it was delivered through a peon book. The only thing is that the letter could be sent by post. The letter was written from an address at Calcutta 23 to the

addressee at Fatilpur P.O. Uluberia in the district of Howrah. We can only suppose that a letter from Calcutta 23 is not likely to reach a village in the district of Howrah in course of the same day. So this is also a case where it can be said with some amount of certainty that the demand was made with the management after the demand was made with the conciliation officer. So this letter Ext W 8 is nothing doing. Next come Ext W 9. The same reason is in Ext W 8. So this Ext W 9 is of no moment. I have seen the registered cover and most of them appear to be bearing dates which are subsequent to the demand made to the Government and the conciliation held. These registered covers which came back undelivered have also their own course of time in travelling from Calcutta to other places. Ext W 22 is dated 2.12.1970 and less the said the matter for the reasons I have already given. So the above is the documentary evidence relied upon by the workmen in support of their case that they validly raised an industrial dispute with the different storing agents in respect of refusal of their employment. I have already stated that these demand notices even if they are accepted to be copies thereof, are not duly proved to have been issued and served upon the employers concerned to constitute an industrial dispute. I may say in this connection that the learned Advocate for the workmen, Shri D. I. Sengupta faintly submitted that in pursuance of the agreement the workmen went to join their duties and the employers did not allow them to join their duties and this by itself constitutes an industrial dispute. In other words his contention comes to this that mere refusal of employment by the employer amounts to raising of an industrial dispute with the employer. I do not think that this is the spirit with regard to raising of industrial dispute as enunciated by the Supreme Court, Delhi High Court and Calcutta High Court as I have discussed above. When a particular employee goes to join his duties in the bona fide belief that he would be allowed to join and the employer for some reason or other does not allow him to join his duties that does not constitute an industrial dispute. At best it can be said that this refusal of employment only provides material for raising an industrial dispute, i.e. if an employee is not allowed to join his duties following which a demand is raised and this demand is refused, this demand and refusal taken together amounts to raising an industrial dispute with the employer. Shri Sengupta referred me a ruling in Calcutta High Court as reported in I.L.R. 1974 Vol. 29 Andrew Yule & Co Ltd. v. Fifth Industrial Tribunal West Bengal. That was a case where the employer filed an application under S. 33(2)(b) of ID Act seeking approval of the Tribunal for their action in dismissing a workman. The workman filed written statement and the matter was contested both by the employer and the employee. This was followed by a Reference under S. 10 of the ID Act with regard to the dismissal of the same employee. The learned Judge of the Calcutta High Court found that the dispute or the difference was raised when the act of dismissal was contested by the workman and in a proceeding u/s 33(2)(b) of the Act when the workmen is contesting the proceeding and objecting to the sanction asked for by the employers the insistence of a formal demand by the workman upon the management on this very question of dismissal is to lay greater emphasis upon the form rather than the substance. We can quite understand the logic behind the above decision of the Calcutta High Court in that the same matter which was contested in an application under S. 33(2)(b) became subsequently a matter of reference u/s 10 of the Act. In view of the facts and circumstances of this case the workmen were not required to raise a fresh industrial dispute. This analogy was introduced by Shri Sengupta because of the fact that workmen after they were allegedly refused employment by the employers went to the Civil Court for injunction and for further reliefs against the employers. The employers having contested the Civil suits the learned Advocate for the workmen on the analogy of the said case submits that it was not necessary to raise a fresh industrial dispute. In my opinion the facts of this case differ from the facts of the above case. It has not been proved on which date month and year those civil suits were filed by the workmen and when the storing agents got notice of those suits. It has not been proved that the storing agents had notice of the demand of the workmen in the civil suits prior to conciliation. It was also submitted that even when a demand was raised with the Government or conciliation officer that amounts to raising of a demand with the employer. Whatever may be the decision on this point elsewhere I cannot afford to lose track of the authority on this point of law which got expression in the case between Sindhu

Resettlement Corporation v. Industrial Tribunal about which I have discussed. I have already cited decisions of the different High Courts and the preponderance of law is that the demand must be raised with the employer first before raising the dispute with the conciliation officer. In any way of the matter it is only the evidence on which we are to rely in respect of the points involved in this case. Learned Advocate for the workmen refers to a decision as reported in 1958-II-LLJ 498 on the point that the Tribunal should not be too technical. I quite appreciate that in industrial adjudication too much technicality should not be observed. Here the point of time when the industrial dispute is raised, though technical in a sense, is a vital matter touching upon jurisdictional point and in my opinion in such a vital matter, technicality cannot be given a go-by. I think I have discussed the evidence available on record with the corresponding law on the point and I can only conclude that the raising of industrial dispute according to law with their alleged employers have not been proved. That being the case the Reference becomes not maintainable. I may again say in this connection that this applies both on the contesting storing agents and non-contesting storing agents, as this point has not been proved even *ex parte* against the storing agents who did not contest.

The next point of law urged by Shri C.L. Ganguly the learned Advocate representing Storing agents serial nos. 2, 4, 7, 8, 9 & 12 is that the Reference is bad in law since the Food Corporation of India has not been made a party in the Reference. The matter stands like this. The case of the workmen as represented by the FCI Workers Union is that the workmen of the Corporation including those who were working under the different storing agents went on strike w.e.f. 30-10-70 on a 5 point charter of demands which, among others, included the departmentalisation of the workmen who were working under the storing agents. It appears that the strike continued for 16 days and on 14-11-70 there was a tripartite settlement between the Corporation and their workmen represented by FCI Workers Union (Ext. W. 23), as a result of which the strike was withdrawn from 14-11-70. The case of the workmen is that on 15-11-70 the persons who were working under different storing agents went to join their duties but they were not allowed to do so by storing agents. It is submitted by Shri C.L. Ganguly that in this agreement between Food Corporation of India and the FCI workers Union, their storing agents were not parties and since the Corporation was the only party and since the whole dispute emanates from the non-implementation of the agreement according to the union, Food Corporation of India was a necessary party in this Reference. Now there is nothing to show before me that the storing agents authorised the Corporation to represent them in the agreements. Since the agreement was the basis on which the alleged workmen of the storing agents went to join their duties, the Corporation, if made a party in this Reference could have got the opportunity to show on what basis they represented the storing agents also in this tripartite agreement. In the absence of the Corporation as a party to the reference the disputed question about the authority of the Corporation to represent the storing agents remains unresolved. In that view of the matter the Corporation can at best be said to be a proper party in this reference, if not a necessary party. The reference cannot however fail on this score. The dispute involved in this reference is mainly the dispute between the storing agents and the persons who claim to be workmen under them and the precise question to be answered in this reference is if the action of the storing agents in refusing employment to the alleged workmen is justified or not. It is not stated in the Order of Reference whether in view of the agreement between the Food Corporation of India and FCI workers Union, the storing agents were justified in refusing employment to their alleged workmen. The Order of Reference being as it is, I do not think that the addition of Food Corporation of India as a party to the Reference is a 'must'. In that view of the matter I am not inclined to hold that the Food Corporation of India is a necessary party in this reference or that the Reference is not maintainable in the absence of Food Corporation of India as a party to the Reference.

I may mention that a few days after the evidence was closed the Jt. Secretary of FCI Workers Union sent to this Tribunal by post a list of the workmen under reference correcting the names. It appears that there are about 793 persons alleged to be workmen in this Reference. It was admitted that in the Order of Reference there are mistakes

in the names of a sizeable number of workmen. From the list sent the same thing appears. The Tribunal cannot correct the names of the workmen itself. The Order of Reference can be corrected only by the Labour Ministry who made the reference by a corrigendum. This has not been done in this case at the instance of any party. So even if for argument's sake, the case of the workmen was accepted in this reference, the relief would have been issued in favour of the names of persons which are wrong in many cases and the relief granted would not have brought relief to the real-named persons. Be that as it may the Tribunal is not empowered to correct the names as given by the Ministry in the Order of Reference.

In the result, in the absence of employer-employee relation between the storing agents and the alleged workmen as mentioned in the order of Reference against the names of the 13 Storing agents and in the absence of valid industrial dispute having been raised by the workmen with the management according to law, the reference is bad in law and is not maintainable. The issue is, therefore, answered against the workmen as mentioned in the order of Reference, who are entitled to no relief.

This is my Award.

K. K. SARKAR, Presiding Officer.
[No. L-42012/18/71-LRIII/D II(B)]

New Delhi, the 10th August, 1976

S.O. 3097.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Indian Iron and Steel Company Limited and their workmen, which was received by the Central Government on the 31st July, 1976.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, DHANBAD

In the matter of a reference under Section 36A of the Industrial Disputes Act, 1947.

Reference No. 4 of 1974

(Ministry's Order No. L-2012/70/71-LRII, dated 27th April, 1974)

PARTIES:

Employers in relation to the Management of the Indian Iron and Steel Company Limited.

AND

Their workmen

APPEARANCES :

For the Employers : Shri T. P. Choudhury, Advocate
For the Workmen : None

STATE : Bihar INDUSTRY : Coal

Dhanbad, the 24th July, 1976

AWARD

The Indian Iron and Steel Company Limited (hereinafter called the IISCO) had an independent contractor (Cementation Company Limited) under it at its Chasnala Colliery. This contractor had 109 workmen (including Shri V. Upadhyaya) working under it. On the expiry of the term of contract of the contractor, the IISCO employed all the 109 workmen (including Shri Upadhyaya) against purely temporary jobs. In April, 1971 the Mine Mazdoor Union went on a strike demanding absorption of these 109 workmen against regular service jobs on the same salary which they had been drawing under the contractor. The strike was called off on July 2, 1971 on the basis of an agreement of arbitration, whereunder the parties agreed to refer three issues (a), (b), and (c) to the agreed arbitrator (Shri O. Venkatachalam, the then Chief Labour Commissioner) under Section 10A of

the Industrial Disputes Act. Since, for our present purpose issues (a) and (b) alone are relevant and not issue (c), I am re-producing issues (a) and (b) only hereunder:

- (a) Whether in case of future vacancies in the Chasnala Project of IISCO Limited, the workmen named in the Annexure 'A' attached herewith will, in view of their length of service in company's project, have preference over others?
- (b) Whether the said workers will be legally entitled to any benefits for the period they remained un-employed? If so, what would be the benefits?

2. The arbitrator held the first hearing on October 8, 1971; on which date, the IISCO was required to submit "a statement of service particulars of the 108 workmen involved in the issues (a) and (b) together with the rates of the wages paid to them during the different periods of employment viz., shaft furnishing and work of General Mazdoor (Category II). On the next date of hearing (November 22, 1971), with regard to issue (a) the IISCO stated that out of 108 workmen it had already absorbed 106 against regular vacancies in the colliery and with respect to the remaining two still un-employed (which two are not relevant in the present reference), it would absorb them also. There remained Shri V. Upadhyaya who was one of the 109 workmen mentioned in Annexure 'A' attached with the arbitration agreement. With regard to him, the statement made by the IISCO was that it had offered him the post of a Mining Sirdar at the efficiency bar stage of Rs. 247 per month in the time scale of Rs. 205-337 as against his quondam post of a Supervisor with a salary of Rs. 600 under the contractor, and also under it, subject to the condition, however, that he vacated his 'F' Type quarter No. 33A (which Type of quarter is admissible to an Overman) and shifted to an inferior quarter admissible to a Mining Sirdar, holding a rank inferior to that of a Supervisor. With regard to issue (b), the parties made a joint statement that the period of un-employment for this purpose would count from the date a worker was retrenched from the work of Shaft Furnishing by M/s. IISCO Limited till the date he is re-employed in a regular vacancy in the Chasnala Colliery. The IISCO further agreed to furnish a statement showing the exact period of such un-employment in respect of all the workers concerned.

3. The final hearing took place on December 23, 1971, and on this date, the parties were in agreement that the remaining two workmen had also been absorbed in regular service. With regard to Shri V. Upadhyaya, the IISCO stood to its earlier offer of the post of a Mining Sirdar to him on a pay of Rs. 247 per month in the scale of Rs. 205-337 subject to the conditions afore-mentioned about the vacating of 'F' 33A and shifting to an inferior quarter. In addition to this earlier offer, the IISCO was further willing to promote him as an Overman as soon as he passes the prescribed test and qualifies himself for that post. Shri V. Upadhyaya expressed his willingness to accept the post of a Mining Sirdar at the said salary and in the said time scale of pay but was not prepared to vacate the 'F' Type quarter, and as a result of that refusal to vacate that quarter, he declined to accept the post also.

4. The learned arbitrator gave his findings on issue (a) as follows:

"I consider it rather a severe hardship for Shri V. Upadhyaya to be asked to vacate his quarter which he has been occupying for years without offering an alternative accommodation, particularly as he would suffer a substantial cut in his pay by taking up the alternative job now offered to him. While, therefore, confirming the offer of an alternative job on a basic salary of Rs. 247 per month together with the promise of his promotion as Overman as soon as he qualifies for the same, I direct that Shri Upadhyaya should be allowed to continue to occupy his present quarter, until alternative accommodation appropriate to his grade as Mining Sirdar is offered to him. With this direction, the issue at item (a) of the terms of reference stands disposed of fully."

5. With regard to issue (b), the IISCO furnished a statement showing the dates of employment of individual workmen and the dates of their re-employment in the IISCO together with the periods of their un-employment. The learned arbitrator gave his finding on this issue in the following terms:

"It is seen from the statement that the periods of un-employment of individual workmen ranged from nil to a maximum of 5 months and 12 days. In the circumstances of this case it is reasonable to hold that the periods of un-employment of these workmen should be treated as periods of 'lay-off' within the meaning of Industrial Disputes Act. I accordingly direct that the workmen in question shall be paid lay-off compensation in accordance with the provisions of Section 25C read with Section 25B of the Industrial Disputes Act. For purposes of calculation of the quantum of compensation payable to these workmen, the rate of wages on which each workman was re-employed in the company (vide column 4 of the Statement furnished by the Management on 23-12-71) shall be the basis for the calculation of lay-off compensation. Shri V. Upadhyaya will be entitled to similar compensation till the date of his re-employment as Mining Sirdar in terms of my direction."

6. Paragraph 8 of the award reads thus:

"The terms of this award shall be implemented from the date of its publication in the Gazette of India. Any dispute or difference over their interpretation for application shall be referred to the Regional Labour Commissioner, Dhanbad, whose decision thereon shall be final and binding on the parties."

7. The award was given on December 31, 1971 and published in the Gazette of India on January 6, 1972.

8. Disputes arose between the IISCO and Shri V. Upadhyaya and the Mines Mazdoor Union in the matter of implementation of the award. A state of correspondence passed to and for between them, as also between them and the Regional Labour Commissioner as to the exact scope and intent of the award. I shall endeavour to give a short account of the battle royal that ensued, but still since the correspondence is voluminous and bulky, it cannot be curtailed and compressed in a capsule form.

9. It has been seen that the arbitration agreement came into existence on July 2, 1971 and the arbitrator actually commenced the proceedings on October 8, 1971. After the first hearing on October 8 but before the second hearing on November 22, 1971, the IISCO sent a letter of appointment (Ext. M2) dated October 22, 1971 to Shri Upadhyaya offering him the post of a Mining Sirdar at the starting salary of Rs. 247 per month at the stage of the efficiency bar in the time scale of Rs. 205-7-247-10-337 plus other admissible benefits with the following conditions, namely: (a) he will be on probation for three months and will be confirmed on the said pay in the said grade on satisfactory completion of the probationary period, (b) termination of service during the probationary period will be subject to 24 hours notice on either side, (c) such notice on confirmation will be one month, (d) he will be liable to transfer to any other establishment/colliery within the Organisation at the discretion of the Management, (e) his services will be governed by the certified Standing Orders of the colliery, (f) the Mines Act and the provisions of Coal Wage Board Recommendations, as accepted by Government will govern his leave and sick-leave, (g) his appointment was subject to his being found medically fit by the Colliery Medical Officer, (h) he will not be provided with any accommodation, (i) he will have to vacate the quarter then in his occupation immediately and hand over vacant possession to the Town Superintendent, and (j) the appointment was subject to acceptance of all the terms and conditions by him. After the award had been published on January 6, 1972, the IISCO, on February 5, 1972 sent another letter of appointment (Ext. M4) with the covering letter (Ext. M3) to Shri Upadhyaya offering the post of a Mining Sirdar to him on the same terms and conditions and allotting quarters No. GK/3, in place of Quarter No. F/33A, then in his occupation and requiring him to vacate F/33A and take simultaneous possession over GK/3. Ext. M4 inadvertently mentioned that the appointment was being offered "with reference to your interview". This phrase became the subject of a vitriolic comment by Shri Upadhyaya who sent a reply (Ext. M5) on February 9, 1972. The gist of the reply is that the letter of appointment mentions (i) an interview which he had never attended, (ii) his re-appointment is not the result of any interview or selection but flows from the award, (iii) there could be no question of a probationary period or medical

examination in his case (iv) his present qualifications make him eligible for the post of an Overman, (v) there can be no justification for his vacating F/33A and shifting to an inferior quarter, (vi) he should be allowed to continue to occupy F/33A, (vii) unless the appointment letter was re-drafted and he was allowed to continue to occupy F/33A, he would not sign the duplicate appointment letter in token of acceptance of the post; and if this request of his was un-acceptable, the matter be referred to the Regional Labour Commissioner for settlement of the dispute and difference, in terms of paragraph 8 of the award. The IISCO then sent another appointment letter (Ext. M-7) with a covering letter (Ext. M-6) to Sri V. Upadhyaya on February 17, 1972. Ext. M-6 mentions that the objection with regard to the use of the words "with reference to your interview etc. etc.", had been deleted and the letter re-drafted but it should be noted that (i) the award does not stipulate that the terms of employment should not contain the usual conditions of service as applicable to others with regard to period of probation and medical examination, (ii) in order to entitle him to the post of a Drivage Foreman or Foreman, he should submit proof of his having acquired such qualification, and (iii) he should vacate F/33A and shift to G/3. The letter of appointment Ext. M-7 is again substantially the same as Ext. M-4 and M-2. Ext. M-8 is the reply of Sri V. Upadhyaya mentioning that he was unable to accept the post on the terms and conditions offered and the question of interpretation of the award be referred to the Regional Labour Commissioner. On March 18, 1972, the Secretary of the Mine Mazdoor Union (here-in after referred to as the union secretary) wrote a letter to the Regional Labour Commissioner (here-in after referred to as the R.L.C.), requesting him to interpret the award in respect of 4 matters, including matters pertaining to the present reference under section 36A. That letter is at page 13 of the R.L.C.'s file No. B-2/75(22)/72 (here-in after referred to as the R.L.C.'s file). It appears that a similar letter was sent by the Union Secretary to IISCO also but its letter (Ext. M-9) dated March 21, 1972 it replied that it will not approach the R.L.C. for the interpretation of the award. It further appears that the IISCO sent a letter to the R.L.C. on March 28, 1972 saying that the award has been implemented already and no question of interpretation arises. The R.L.C. sent the letter (Ext. M-10) to the IISCO on April 14, 1972 mentioning that, in his opinion, the award had not been implemented because suitable alternative accommodation had not been allotted to Shri V. Upadhyaya and further because he is being required to be placed on probation and subjected to medical examination, which are against the spirit of the award. Ext. M-11 dated April 24, 1972 is the reply of IISCO to the R.L.C. that the conditions of probation and medical examination are must in the case of all workmen, and they shall mutatis mutandis apply to Shri V. Upadhyaya also and another quarter, suitable to the status of a Mining Sirdar had also been offered to him. The Union Secretary sent a letter dated April 28, 1972 to the R.L.C. (page 50 of the R.L.C.'s file) claiming that, in terms of the award, Shri V. Upadhyaya should be appointed as an Overman and should not be asked to vacate his "T" Type quarter, particularly so when such a type of quarter has been allotted to some workmen getting lesser pay than Shri V. Upadhyaya. The letter further mentions that the IISCO was paying lay off compensation only for 45 days and not for the entire period ranging from of 1 to 5 months and 12 days etc. etc. The Union Secretary wrote yet another letter sometimes in the first week of July to the R.L.C. (page 55 of the R.L.C.'s file) mentioning that Shri V. Upadhyaya had qualified himself for the post of an Overman. Ext. M-12 is a letter dated July 27, 1972 from the Assistant Labour Commissioner (here-in after referred to as the A.L.C.) to the IISCO asking it to delete the conditions regarding probation and medical examination and to appoint Shri V. Upadhyaya as an Overman if he had acquired the necessary qualifications for the post of and he should further be allowed to continue to occupy F/33A till an alternative accommodation suitable to his grade was made available to him. The IISCO was further told by this letter that compliance must be made within 10 days, or also it must show cause as to why appropriate legal action should not be initiated against it for non-implementation of the award. On the receipt of this letter, the IISCO instituted a writ petition in the High Court at Patna on September 20, 1972 for the issue of a writ of certiorari quashing Ext. M-12 and that portion of the award which related to its interpretation by the R.L.C. and for the issue of a writ of mandamus directing the R.L.C. to for-

bear from interpreting the award. The High Court allowed the writ petition on August 2, 1973. In the judgment, however, the following observation was made :—

"The award on the question of employment of Shri V. Upadhyaya and other benefits to be given to him cannot be said to be unambiguous. While according to paragraphs 3 and 4 of the award, Shri Upadhyaya was to be re-employed, according to paragraph 5, the period of his un-employment was to be treated as a period of lay-off within the meaning of the Act and he was entitled to compensation in accordance with the provisions of Section 25(b) and (c) of the Act. Paragraph 4 of the award further confirms the offer of alternative job to him on a basic salary of Rs. 247 together with the promise of his promotion as Overman as soon as he qualifies for the same with a further direction that he should be allowed to continue to occupy his present quarters until an alternative accommodation appropriate to his grade as Mining Sirdar was offered to him. According to Mr. Sanyal, this amounts to confirming the offer of employment made to Shri V. Upadhyaya in Annexure-II subject to only two changes, namely, that he would be promoted as Overman as soon as he would qualify for the same and he would be allowed to continue to occupy his quarters until an alternative accommodation appropriate to his grade as Mining Sirdar would be offered. It cannot be denied that there is some ambiguity in the observations of respondent No. 2 in paragraphs 3, 4 and 5 of the award. According to Mr. Chatterjee himself, the effect of treating the period of Shri Upadhyaya's unemployment as a period of lay-off was to make his service continuous. But confirmation of the offer for appointment as embodied in Annexure 2 and use of expression "employment" may indicate that it would be a case of fresh appointment. The position is not clarified by the award. It cannot, therefore, be said to be a question of mere implementation of the award. It is a question of interpretation of the award, for, every sentence and word in the award has to be given some meaning consistent with other observations therein. We have deliberately refrained from making any observation on the interpretation of the observations of respondent No. 2 in paragraphs 3, 4 and 5 of the award for two reasons, firstly, that is a matter for the Labour Court, Tribunal or National Tribunal to which the matter is referred by the appropriate Government under Section 36A of the Act and secondly that any observation made by us on the interpretation of the award may prejudice either of the parties."

10. After the decision of the writ petition, Shri Upadhyaya wrote to the IISCO on August 24, 1973 expressing his willingness to join the post of a Mining Sirdar and further intimating the fact that he was now eligible for appointment as an Overman by virtue of a notification under section 82(i) of the Mines Act issued by the Government of India and published in an Extra-Ordinary Issue dated November 21, 1972 in Part II, Sec. III, Sub-section (ii) bearing S.O. No. 721. He also claimed lay off compensation for the period of un-employment till the date of re-employment. He further made a request for the issue of another appointment letter appointing him as an Overman (page 164 of the R.L.C.'s file). It was followed by another letter dated September 12, 1973 (page 166 of the R.L.C.'s file) wherein he asserted that he had shown the necessary papers concerning his eligibility for appointment as an Overman to the IISCO on September 1, 1973 and he was not prepared to join as a Mining Sirdar and the IISCO should appoint him as an Overman with retrospective effect from the date of his qualification. He sent a letter of protest also to the R.L.C. on September 13, 1973 (page 162 of the R.L.C.'s file). The Union Secretary sent a similar letter to the IISCO on September 20, 1973 (page 159 of the R.L.C.'s file). Ext. M-13 is a letter dated September 23, 1973 whereby the IISCO asked Shri V. Upadhyaya to take over as Mining Sirdar and to occupy quarter No. 3, Block H.A. and vacate F/33A and after he had complied with these requirements, it would be open to him to make an application for appointment as an Overman, together with the documents in proof of his qualifications, so that the matter may be considered on merits. Shri Upadhyaya replied to Ext. M-13 by his letter Ext. M-14 dated September 26, 1973 refus-

ing to join as a Mining Sirdar and requesting for a posting order for the post of an Overman. The Union Secretary also took up the matter with the IISCO on October 3, 1973 demanding that the question of vacation of F/33A should not be mixed up with IISCO's duty to promote Shri Upadhyaya as Overman when he possessed the necessary qualifications (page 171 of the R.L.C.'s file). Finally by Ext. M-16 dated April 19, 1974 the IISCO appointed Sri Upadhyaya as an Overman at the starting basic salary of Rs. 275/- per month with effect from April 1, 1974 in the time scale of Rs. 245-10-305-15-440 and permitted him to continue to occupy quarter F/33A.

In the meantime, however, the R.L.C. made a recommendation to the Central Government to refer the question of interpretation of the award under Section 36A to a Tribunal. The Central Government has accordingly referred the following matter to this Tribunal :—

"In what manner the directions, concerning the workman Shri Upadhyaya contained in paragraphs 4 and 5 of the Arbitration Award dated the 31st December, 1971, given by Shri O. Venkatachalam, the then Chief Labour Commissioner (Central), New Delhi, under Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), and published in the Gazette of India, Part II, Section 3, sub-section (ii) under No. S.O. 316, dated the 6th January, 1972 should be implemented?"

11. In response to notices issued the IISCO and the Union Secretary filed their respective written statements. Stripped of all superfluities, the question of interpretation and implementation of the award touches the following matters, namely (1) Does the award contemplate continuity in the service of Shri Upadhyaya or does it provide merely for re-employment after a break or cessation of service? (2) Does the award direct the IISCO to offer him appointment as a Mining Sirdar without any condition or does it permit it to impose service conditions in the nature of probation, medical examination, discharge during the period of probation etc., (3) Did the award direct the promotion of Shri Upadhyaya as an Overman with effect from January 6, 1972, that is to say, from the date of publication of the award or was the promotion dependent upon his passing the necessary test and possessing the requisite qualifications for eligibility to such promotion, (4) Does the award require payment of lay off compensation for 45 days only or for the entire period of un-employment and till the date of re-employment of Sri Upadhyaya, (5) Does the award make it obligatory on the part of the IISCO to pay the difference between the salary of an Overman and that of a Mining Sirdar for such period till which Sri Upadhyaya was not given the appointment of the post of an Overman? (6) Did the award require Shri Upadhyaya to vacate F/33A as soon as suitable appropriate quarter for the rank of a Mining Sirdar was offered to him or had he the right to continue to occupy F/33A in spite of the fact that suitable appropriate quarter was allotted to him.

12. Before I enter into the question of interpretation of the provisions of the award, in order to remove the difficulties expressed by the Central Government in the Schedule to the reference, I would like to dispose of two preliminary objections raised by the IISCO. The first objection is that the reference is incompetent and without jurisdiction for the reasons: (a) that there is no difficulty or doubt about the interpretation of the award and (b) there was no material before the Central Government to entitle it to invoke the aid of Section 36A. The second objection is that on account of the death of Shri Upadhyaya in connection with the Chasnala tragedy, while he was working below ground in the mine, and which fact has been amply proved before me by Shri P. K. Bhandari, Personnel Officer, who was present when Sri Upadhyaya's body was taken out of the mine and who knew him in his life and identified the deadbody as his, the reference has abated and no interpretation, therefore, need be made. The first objection, if I may say so with all respect for the learned counsel, is wholly mis-conceived. The facts narrated as they have already been in chronological order, clearly indicate that the IISCO, Sri Upadhyaya, and for that matter, the union, of which he was a member, and the R.L.C. were all at logger-heads as to what was the scope and meaning of the award. One will assert one interpretation and the other would vociferously challenge that

interpretation. Indeed, the R.L.C. and the A.L.C. both formed their own opinion as to its interpretation and asked the IISCO to accept that interpretation because under paragraph 5 of the award, the right to interpret it had been given to the R.L.C.; and the A.L.C. even threatened IISCO's prosecution if that interpretation was not complied with during a period of 10 days, and the IISCO had to file a writ petition in the Patna High Court for quashing the letter threatening the taking of appropriate legal action and for bearing them from interpreting the award as the jurisdiction to interpret it vested not in them but in a Labour Court, Industrial Tribunal or National Tribunal, and that too when a reference to either of them was made by the appropriate Government under Section 36A. The observations made by the Hon'ble High Court have been reproduced above and their Lordships have clearly pointed out that there were certain ambiguities in the award which required clarification. It was this material which was present before the Central Government when it made the reference under Section 36A. It is, therefore, futile to contend that there is no difficulty or doubt about the interpretation of the award or there was no material before the Central Government to invoke the aid of Section 36A or that the reference is misconceived or incompetent or without jurisdiction. This contention is, therefore, over-ruled.

13. There can be no doubt that Sri Upadhyaya perished in the unfortunate tragedy that took place at Chasnala Colliery. The question, however, in as to whether the fact of his death will extinguish the claim of his heirs or assignees from applying for and recovering the amounts, if any found due, in connection with the implementation of the award. If the claim of such heirs and assignees falls under Section 33C(1) they can, without prejudice to any other mode of recovery, make an application to the appropriate Government for the recovery of the money due to the deceased workman, and if the appropriate Government is satisfied that any money was due to him, it can issue a certificate for that amount to the Collector who shall proceed to recover the same in the same manner as an arrear of land revenue. However, if the claim falls under Section 33C(2), and not under Section 33C(1), though the said heirs and assignees cannot approach the Labour Court to seek their remedy, the common law jurisdiction of the competent Civil Court is not ousted to decide such a claim. It was held by the Delhi High Court in *Yad Ram Vs. Bir Singh*, 1974 Lab. I.C. 970 that the right to sue for money or equivalent of money of the benefits due to a deceased workman survives to his heirs, successors and legal representatives and they can take appropriate proceeding by way of a suit in a Civil Court. That being so, if during the course of the implementation of the award it is found that some money or some equivalent of money was due to the deceased Sri Upadhyaya, the heirs and assignees can approach the Central Government for redress or they can enforce their claim by a Civil Suit, as the case may be. The death of Sri Upadhyaya can not have the effect of extinguishing or abating his claims. It was argued that the right to promotion from the post of a Mining Sirdar to the post of an Overman was, in any case, a personal right which does not and cannot survive and, therefore, to that extent, at any rate, it should be held that the reference has abated. That is certainly one aspect of the matter. There is, however, another aspect which cannot be ruled out of consideration or lost sight of. If, in terms of the award, Sri Upadhyaya, had the right of promotion to the post of an Overman from a date earlier than April 1, 1974, on which date he was so promoted (Vide Ext. M-16), it may well be that his heirs and assignees may put forward a claim for payment of difference of the pay between the pay of a Mining Sirdar and an Overman. In any case, these are matters which will crop up during the course of implementation, and it is not for this Tribunal to have any say in the matter. I have made the above observations only because I had no option when it was vehemently argued that I should not interpret the award since it has no effect left after the sad demise of Sri Upadhyaya. I am, therefore, of the view that the reference has not abated.

14. It was held in *Kirloskar Oil Engines Limited Vs. Their Workman*, 1961 (II) L.J. 675 that the Tribunal has to bear in mind the limitations of an enquiry permitted under the proceedings contemplated by Section 36A. The scope of the enquiry under that Section is limited to the decision of the difficulties of doubts arising as to the interpretation of any provision in the award. If the words used in any provision of an award are ambiguous or obscure and it is not

reasonably possible to interpret them the difficulty arising from the use of such ambiguous or obscure words may be resolved by a reference under that Section. Their Lordships of the Supreme Court further observed that any question about the propriety, correctness or validity of any provisions of the award would be outside the purview of the enquiry contemplated by the Section. If a party to the award is aggrieved by any of its provisions on the merits the only remedy available to it is by making an appeal, say for instance under Article 136 of the Constitution to the Supreme Court. The grievances felt by parties against any provisions of the award can be ventilated only in that way and not by adopting the procedure prescribed by Section 36A. Thus the enquiry permissible under Section 36A is limited to the question of the interpretation of the provisions of the award in question and no more. A proceeding contemplated by section 36A is not a proceeding intended to enable the Tribunal to review or modify the award; it is intended to enable the Tribunal only to clarify the provisions of the award where a difficulty or doubt arises about the interpretation of the provisions. It is obvious, therefore, that the only question with which this Tribunal is concerned is to gather the meaning of the award on the basis of its interpretation but not to pronounce any verdict in respect of the propriety, correctness or legal validity of the award even though it may be improper, wrong and invalid.

15. Keeping in mind the above salient features of an approach in a proceeding under Section 36A, I proceed to interpret the award in respect of the points agitated before me. However, in interpreting it, I had not had the advantage of enlightenment from the side of Sri Upadhaya, as dead men tell no tales; and the union, of which he was a member, in spite of notice to it, as also to its learned counsel, ceased to take interest in his cause; and the argument addressed on behalf of the IISCO only presents one side of the picture. In the circumstances, my task has been rendered somewhat onerous: but nonetheless the interpretation will be made, keeping in view the canons of construction of a document.

16. The First General Rule formulated by Odger in his "Construction of Deeds and Statutes", 5th Edition, is:—

"The meaning of the document or of a particular part of it is, therefore, to be sought for in the document itself". That is, undoubtedly, the primary rule of construction. Of course, the "document" means "the document" read as a whole and not piecemeal. The rule stated above follows logically from the Lateral Rule of Construction which, unless its applicability produces absurd results, must be resorted to first. This is clear from the following passages cited in Odgers' short book under the First Rule of Interpretation set out above:

"Lord Wensleydale, in *Monypenny vs. Monypenny* (1861) 9 H.L.C. 114 said 'the question is not what the parties to a deed may have intended to do by entering into that deed, but what is the meaning of the words used in that deed:' a most important distinction in all cases of construction and the disregard of which often leads to erroneous conclusions."

Brett, LJ in *Re Meredith ex P. Chick* (1879) 11 Ch. D. 731 observed:

"I am disposed to follow the rule of construction which is laid down by Lord Denman and Baron Parke. . . . The said that in construing instruments you must have regard not to the presumed intention of the parties, but to the meaning of the words which they have used."

17. Another rule which seems to be applicable, was stated by their Lordships of the Supreme Court in *Radha Sundar Dutta vs. Mohd. Jahadur Rahim*, AIR 1959 SC 24: "Now, it is a settled rule of interpretation that if there be admissible two constructions of a document, one of which will give effect to all the clauses therein while the other will render one or more of them nugatory, it is the former that should be adopted on the principle expressed in the maxim 'ut res magis valeat quam pereat'." One may in this connection also follow the dicta of their Lordships of the Supreme Court in *Ram Gopal vs. Nand Lal*, AIR 1951 SC 139;

M. N. Aryamurthi vs. M. L. Subbaryla Setty, AIR 1972 SC 1279 and *Delhi Development Authority vs. Durga Chand*, AIR 1973 SC 2609. One matter of importance that should not be lost sight of and can with advantage be also stated here, is that in construing a document, and particularly a legal document, or a document couched in legal language, technical legal words used by the parties, or as here, by the arbitrator, must have the same technical legal meaning which has been assigned to them by statute, and not any popular meaning, in which such words are generally understood. The award was pronounced by the Chief Labour Commissioner and he has used some technical legal words and also quoted particular sections of the Act governing the relationship between the parties and one, therefore, cannot but take notice of the sense in which such technical legal words have been used by the statute.

18. The reference, in unambiguous language, limits the construction to paragraphs 4 and 5 of the award and consequently, it is these two paragraphs only which require interpretation: but in order to do so, the document has to be read as a whole and not piecemeal. That is, indeed, necessary to ascertain the real intention of the arbitrator, though on the basis of the words used by him.

19. A perusal of the entire award will show that Sri Upadhaya was a supervisor in shaft furnishing branch of the mine on a salary of over Rs. 600 per month under M/s. Cementation Co. Ltd. and when the term of the contract of M/s. Cementation Co. Ltd. expired at a time when the shaft furnishing work was still in progress, the IISCO continued his employment on the same post and on the same salary, and for the same nature of work. Later, he was retrenched from that post presumably because the shaft furnishing work was over, or may be for some other reason though that is not apparent on the record. Be that as it may, the IISCO offered him the post of a Mining Sirdar (Ext. M 2) on October 22, 1971 with a starting salary of Rs. 247 per month with the stipulation that he shall vacate quarter F/33A of which he had been in occupation as a supervisor, both under Cementation Company Limited and it (IISCO) on the ground that a Mining Sirdar was not entitled to a 'F' type quarter but to a quarter of an inferior type. During the course of the arbitration proceedings, however, the IISCO adopted a more conciliatory attitude and gave a promise to promote him as an overman as soon as he passed the prescribed test and qualified himself for that post: but stuck to the condition regarding the vacation of the quarter Sri Upadhaya also reciprocated and expressed his willingness to accept the lower post of a Mining Sirdar at the reduced salary and in a lower grade of pay but nevertheless he declined the post, in spite of brighter prospects in future on the basis of the promise of elevation to the superior post, as he categorically refused to vacate the quarter. The observation of the learned arbitrator with regard to this controversy was that it would rather be a severe hardship for Sri Upadhaya to be asked to vacate the quarter without offering him alternative accommodation, particularly so as he would suffer a substantial cut in his salary by joining the inferior post of a Mining Sirdar. The learned arbitrator's verdict, therefore, was:

- (a) Sri Upadhaya would join the lower post of a Mining Sirdar,
- (b) his starting salary would be fixed at Rs. 247 per month in the scale of Rs. 205—337,
- (c) he will be appointed as an overman as soon as he qualified himself for that post, and
- (d) he will not vacate F/33A until an alternative accommodation appropriate to his grade as a Mining Sirdar was offered to him.

20. The meaning of (a), (b), (c) and (d) above, when considered conjointly, is that they impose a duty upon Sri Upadhaya to join the post of a Mining Sirdar on the salary and in the scale afore-mentioned and quietly bide his time for the superior post till he acquired the necessary qualifications and to vacate F/33A when a quarter suitable to the rank of a Mining Sirdar was offered to him: and they also cast a duty upon the IISCO to employ him as a Mining Sirdar on the said salary and in the said scale and to promote him as an overman when he came to possess the requisite qualifications for that post and either to offer him an alternative accommodation suitable to the rank of a Mining Sirdar or keep quiet with regard to the matter of vacation of

F/33A. Another thing clearly borne out is that the matter of vacation of F/33A was not inter-linked with or dependent, one upon the other, and indeed, they could not be so because the appointment as a Mining Sirdar was to be immediate while vacation depended upon a particular contingency happening. Again, the use of the expression "as soon as he qualifies for the same" does not mean and does not convey the sense of "immediate", or "forthwith", or retrospectively from the date of qualification. The expression "as soon as" cannot connote such a sense or such a meaning: the meaning conveyed is in the sense of "within a reasonable time" from the date of qualification. Sri Upadhaya might qualify but the IISCO may not know that he had qualified. It was for Sri Upadhaya to inform the IISCO that he had come to possess the necessary qualifications. In that case also, more assertion of the fact would not be sufficient. The IISCO would have a right to satisfy itself that the assertion was in reality a fact. It could demand production of the concerned papers in proof of qualification for the post. Once this was done, the promotion as an overman was to follow within a reasonable time i.e., the time requisite to process the matter administratively, not in a leisurely fashion, nor in a negligent manner, but with due regard to the time normally taken in finalising an order of promotion. If the post was offered within such a reasonable period, there will be due compliance with the award; on the other hand, if it was delayed beyond the reasonable period, the action of the IISCO would not be justifiable. That will be a question of fact which will require determination in the course of the implementation of the award. His right to get the salary as an overman for a particular period will depend upon the answer to that question. The promotion would not depend upon the vacation of F/33A. Non-vacation would not entail a disqualification for promotion, whatever other consequence it may have. Indeed, the continued refusal by Sri Upadhaya to vacate F/33A inspite of the offer of alternative suitable accommodation appropriate to his rank (namely, No. GK/3 on February 5, 1972 and No. 8, Block H.A. on September 23, 1973) has lost all significance as on his appointment as an overman on April 1, 1974 he was allowed to continue to occupy F/33A.

21. Issue (b) related to the question whether the workmen will be legally entitled to any benefit for the period they had remained un-employed; and if so, what these benefits should be. A perusal of paragraphs 3 and 5 of the award would indicate that the parties agreed that the period of un-employment would count from the date a workman was retrenched from the work of shaft-furnishing by the IISCO till the date he was re-employed in a regular vacancy in the Chasnala Colliery: and that on this basis, the IISCO was to furnish a statement showing the exact period of such un-employment in respect of all the workmen involved in this issue. True to its promise, the IISCO furnished the statement showing the dates of employment of individual workmen, the dates of their re-employment in the IISCO, and the period of their un-employment. The statement furnished by IISCO showed that the periods of un-employment of individual workmen ranged from nil to a maximum period of 5 months and 12 days. The learned arbitrator decided that the period of un-employment shall be treated as a period of lay-off, within the meaning of the definition of "lay-off" under the Industrial Disputes Act. On that basis, he gave the following directions:

- (a) lay-off compensation shall be paid to individual workmen in accordance with the provisions of Section 25C read with Sec. 25B.
- (b) the quantum of compensation payable to individual workmen shall be calculated on the basis of the rate of wage on which individual workmen were re-employed in the company;
- (c) column No. 4 of the statement furnished by the IISCO showing the rate of wage of individual workmen on the date of re-employment in the IISCO, would be taken as the basis for calculation of the lay-off compensation; and
- (d) Sri Upadhaya was also to be paid lay off compensation for the period of his un-employment till he was re-employed as Mining Sirdar, on the same basis.

22. Lay-off, as defined by Section 2(kkk), means the failure, refusal or inability of an employer on account of

shortage of coal, power or raw materials or the accumulation of stocks or the breakdown of machinery or for any other reason to give employment to a workman whose name is borne on the muster rolls of his industrial establishment and who has not been retrenched. The words "any other reasons" were considered by the Supreme Court in *Kairbetta Estate vs. Rajamanickam*, 1960(II) LLJ. 275, where it was observed that any other reason must be a reason which is allied or analogous to the reasons already specified. In view of this definition, what is necessary to constitute lay-off is failure, refusal or inability to give employment, on account of certain shortages, or accumulation or break-down, to a workman, who has not been retrenched. It is obvious that there was in fact and reality no lay-off in the case of Sri Upadhaya because he had been retrenched and the failure or refusal or inability to give employment to him was not for any reason mentioned in Sec. 2(kkk). Nevertheless, the learned arbitrator directed that the period of un-employment shall be treated as a period of lay-off within the meaning of Sec. 2(kkk). He thus introduced a legal fiction that even though there was retrenchment, the period from the date of retrenchment to the date of re-employment of Sri Upadhaya will be treated as if he was not retrenched but laid-off during the said period. That being the award, in the matter of its implementation, that period shall have to be treated as the period of lay-off.

23. Now, what is the legal relationship between an employer and his workman, whom he has laid-off. It was held in *Nutan Mills Limited vs. Employees State Insurance Corporation*, 1956(I) LLJ. 215, that there is no relationship of master and servant during the period that there is a lay-off. The employer has no right to dictate to the employee that he shall present himself at his office, nor is there any obligation upon the employee so to do. During the period of the lay-off the employee would be entitled to go and serve another master. The only result of his doing so would be that he would be dis-entitled to receive compensation. But it is entirely a matter of his option whether he should present himself at the office of his employer and thus claim compensation or earn wages under a different employer and even though he may serve a different employer he would still have the right to be re-instated when the proper occasion arises. Therefore, the situation is clear that during the period of lay-off the employee no longer is the servant or the workman of his employer. That relationship is suspended and that relationship would only be revived when he is re-instated under the terms of the contract. It is true that the contract of employment itself does not come to an end because a certain obligation remains upon the employer and certain right still is in the employee, the obligation to re-instate and the right to be re-instated. No subsisting contract of employment exists during the period of lay-off. Indeed, if during that period the master cannot command his servant to do his work and if the servant is under no obligation to do the work of the master then it is difficult to understand how a subsisting contract of employment continues during the period of the lay-off. The Bombay High Court went on to observe that the very term lay-off assumes and implies that the employer is not in a condition to offer employment to his employee and therefore he terminated his employee temporarily during the period of the lay-off and while such period of lay-off continues, the employee is un-employed. In *Veivra vs. Fernandez*, 1956(II) LLJ. 547, the observation made was that during the period of lay-off, the contract of service is merely suspended but does not come to an end. The same view was taken in *Anusuyabai vs. Mehta*, 1959(II) 1 LJ. 742.

24. In implementing the award, one has to keep in sight a few dates: (a) the date on which the IISCO employed Sri Upadhaya as a Supervisor after the expiry of the contract of Cementation Company Limited, (b) the date on which the IISCO retrenched him from that post, and (c) the date on which Sri Upadhaya joined the IISCO again as overman, as he does not appear to have joined as a Mining Sirdar at all inspite of several offers for that post. The first date is material for from that date will commence the period of "continuous service" under Sec. 25B(1) or 25B(2), as the case may be. The second date will be relevant for the calculation of the period of un-employment, as it would commence on that date; and the third date will be relevant for on that date, the period of un-employment would come to an end. The first two dates do not appear on the record

and shall have to be ascertained in the course of the implementation of the award. The last date is April 1, 1974. Thus the period of un-employment would be the period commencing on the date of retrenchment and ending on March 31, 1974. It is this period which has to be treated as the period of lay-off in accordance with the award. The award then directs that lay-off compensation shall be paid to Sri Upadhaya in accordance with the provisions of Sec. 25C read with Sec. 25B. The reference to Sec. 25B has obviously been made to calculate the period of continuous service. Sri Upadhaya's case may fall either under Sec. 25B(1) or Sec. 25B(2)(a) as during the period of his employment, he was employed below ground in a mine. Again, if his case falls under Sec. 25B(2), the Explanation to that sub-section will become applicable and the number of days on which he had actually worked shall include the entire period of un-employment (during which he has to be treated to have been laid-off). This would be so because the award of the arbitrator is an award under the Industrial Disputes Act. The period of un-employment or the period of lay-off will be added to the period of his actual employment for the purpose of calculating his "continuous service", having regard to the expression "who has completed not less than one year of continuous service", occurring in Sec. 25C. Lay-off compensation payable to him will be equivalent to 50% of the total of his basic wages and dearness allowance for the period of his lay-off, that is to say, for the period of his un-employment. There was no agreement between him and the IISCO that it will be payable only for 45 days. Indeed, the parties themselves had agreed that the entire period of un-employment shall be treated as a period of lay-off and that makes it clear that the lay-off compensation is payable for the entire period of un-employment. The award also confirms this position when it directs that the period of un-employment shall be treated as the period of lay-off. The award then directs that the quantum of compensation shall be calculated on the basis of the rate of wages (that is to say basic pay and dearness allowance) on which a workman was re-employed. 108 workmen has already been re-employed during the pendency of the arbitration proceeding itself and therefore the dates of their re-employment and the rates of their wages were given in Col. 4 of the statement filed by the IISCO. Sri Upadhaya's name would not have been mentioned in that statement as he was still un-employed. With regard to Sri Upadhaya, the award says that he will be entitled to similar compensation till the date of his re-employment as Mining Sirdar in terms of the award. Here, a difficulty arises inasmuch as in spite of several offers Sri Upadhaya persistently refused to accept the post of Mining Sirdar and as a matter of fact he never joined such a post. That, however, should not mean or be intended to mean that the basic wage would be the basic wage of an overman as on April 1, 1974 on which date he joined that post. The words used in the award are un-ambiguous that lay-off compensation was payable to him not as an overman but as a Mining Sirdar. That basic wage was Rs. 247/- per month and to that shall be added dearness allowance, and 50% of the total will be payable for the entire period of his un-employment as lay-off compensation.

25. Now, I may take up the question of break in or continuity of service of Sri Upadhaya. The case law discussed in paragraph 23 shows that there is no relationship of master and servant or employer and workman during the period that there is a lay-off. The contract of service undoubtedly does not come to an end but the relationship is suspended resulting in temporary termination of service and consequent un-employment. On the other hand, it has been seen in paragraph 24 that a lay-off in a case which falls under Sec. 25B(2), there is continuance of service. The question is therefore, one of resolving the apparent conflict; of harmonising the seeming contradiction. In paragraph 3 of the award, the parties described the period commencing from the date of retrenchment and ending on the date of re-employment of 188 workmen as "the period of un-employment." Likewise, they described the appointment after retrenchment as "re-employment". These terms, however, emanated from the mouth of the two parties and not from the pen of the arbitrator and, therefore, they are not of much significance. Paragraph 3 then mentions that the arbitrator required the management to furnish a statement showing the exact period of the aforesaid un-employment. This direction of the arbitrator requiring the management to file this statement amounts only to an interim order regarding the production of a document and cannot be taken to be his verdict with regard to the question of a break in

or continuity of service. There is a mention in Paragraph 4 of the award that 2 of the 108 workmen had also since the second hearing in the arbitration proceeding been "already employed". This was a submission made by the IISCO and does not form part of the verdict of the arbitrator. His observation is that the IISCO had offered the job of a Mining Sirdar to Sri Upadhaya and Sri Upadhaya had declined the offer because of the condition of vacation of F/33A or also he was "willing to accept the job". The arbitrator has then observed, as an intrinsic part of his verdict, that Sri Upadhaya would "suffer a substantial cut in his pay by taking up the alternative job now offered to him." Again, as a part of the award, he has mentioned that "while therefore, confirming the offer of an alternative job" Sri Upadhaya would not vacate F/33A until alternative accommodation appropriate to his grade as Mining Sirdar was offered to him. The arbitrator has thus described the appointment of Sri Upadhaya as appointment on an "alternative job" which may indicate a fresh appointment or may indicate substitution of one job by another pointing to continuity in service. The expression used by him is not conclusive or determinative on the question. In paragraph 5 of the award, there is a mention that the management had furnished a statement showing "the dates of employing of the individual workmen" and the dates of "their re-employment" together with "the period of their un-employment". The arbitrator here is not giving his award but only describing the contents of the statement. His observation is that according to the statement "the period of un-employment of individual workmen" ranged from nil to maximum of 5 months and 12 days. This again is an observation based on the statement and is not really a part of his award. The part of the award is his observation that "it is reasonable to hold that the period of un-employment of these workmen should be treated as period of lay-off within the meaning of Industrial Disputes Act." The operative part of the award is that the workmen shall be paid lay-off compensation under Sec. 25C read with Sec. 25B. Again, the operative part of the award is that for the purpose of calculation of the quantum of compensation, the rate of wage on which each workman "was employed" shall be the basis for the calculation of lay-off compensation. The award further mentions that Sri Upadhaya will also be entitled to similar compensation "till the date of his re-employment as Mining Sirdar." There is undoubtedly an indication that the learned arbitrator had three expressions in his mind namely, (a) period of employment, (b) period of un-employment and (c) date of re-employment. These expressions undoubtedly point to break in service and not continuity. However, if the case of Sri Upadhaya is found during the course of the implementation of the award to fall under Sec. 25B(2), then, read with the Explanation, the period of lay-off shall have to be treated as a period of "continuous service" and, in that event, there will be continuity and not break in service. Now, it is a settled rule of interpretation that if there are admissible two construction of a document, one of which will give effect to all the clauses therein while the other will render one or more of them nugatory, it is the former that should be adopted. Adopting this ratio of construction, continuity in service, harmonises all the parts of the award and break creates complications and, therefore, I am of the view that the award intends that Sri Upadhaya's service has to be considered to be "continuous" since the date of his employment by the IISCO after the expiry of the contract of Cementation Company Limited till March 31, 1974 provided his case falls under Sec. 25B(2). In that event, since there will be no fresh appointment or a new appointment, the usual service conditions of probation, discharge or medical examination could not apply in his case.

26. To sum up, the following interpretation emerges from the above discussions.

(1) The question of a break in or continuity of service shall depend upon the answer to the question whether the case of Sri Upadhaya falls under Sec. 25B (1) or under Sec. 25B(2).

(2) The question whether or not service conditions in the nature of probation and medical examination etc. could be imposed by the IISCO will also depend upon an answer to question No. 1 above.

(3) The award directs that the promotion of Sri Upadhaya as an overman should be within a reasonable time from the

date when he satisfied the IISCO that he had passed the necessary test and acquired the necessary qualification for that post.

(4) If the post of an overman was offered to him within that reasonable time, Sri Upadhaya would be entitled to the salary of an overman after the date of his appointment. However, if his appointment as an overman was delayed beyond reasonable time, he will be entitled to get the pay of an overman between the period after the expiry of reasonable time and his actual taking over as an overman on April 1, 1974.

(5) Lay-off compensation shall be paid not only for 45 days but for the entire period of his un-employment beginning from the date of retrenchment and ending with the date of his joining the new post.

(6) Non-vacation of F/33A would not act as a bar to his right to promotion as an overman.

K. B. SRIVASTAVA, Presiding Officer.

[No. L-2012(70)/71-LR. II]

उद्योग और नागरिक पूर्ति मंत्रालय

(औद्योगिक विकास विभाग)

आदेश

नई दिल्ली, 12 अगस्त, 1976

का० आ० 3098.—साधारण खण्ड अधिनियम, 1897 (1897 का 10) की धारा 21 के साथ पठित उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 18छ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार विनियमन (कीमत नियन्त्रण) आदेश, 1974 को तुरन्त प्रसारी रूप से विखण्डित करती है, किन्तु यह विखण्डन उन बातों को लागू नहीं होगा, जो ऐसे विखण्डन से पूर्व उक्त आदेश के अधीन की गई हों या किए जाने से छोड़ दी गई हों।

[सं० 5 (1)/76-एल० आर० जी०]

एन० बी० सुब्रह्मण्यम, अवर सचिव

MINISTRY OF INDUSTRY & CIVIL SUPPLIES

(Department of Industrial Development)

ORDER

New Delhi, the 12th August, 1976

S.O. 3098.—In exercise of the powers conferred by section 18G of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Central Government hereby rescinds, with immediate effect, the Linoleum (Price Control) Order, 1974, except as respects things done or omitted to be done under the Order before such rescission.

[No. 5(1)/76-LRG]

S. B. SUBRAMANIAN, Under Secy.

वित्त मंत्रालय

(राजस्व और बैंकिंग विभाग)

दिल्ली, 28, जून, 1976

आय-कर

का० आ० 3099.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'रक्षा और सुरक्षा अनुतोष निधि, हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1370 (फा० सं० 197/14/76-आ०क० (ए०I)]

MINISTRY OF FINANCE (Department of Revenue & Banking)

New Delhi, the 28th June, 1976

INCOME-TAX

S.O. 3099.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Defence and Security Relief Fund, Haryana, for the purpose of said section for and from assessment year(s) 1967-68.

[No. 1370 (F. No. 197/14/76-IT(AI)]

का० आ० 3100.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य मंत्री अनुतोष निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1371 (फा० सं० 197/14/76-आ०क० (ए०I)]

S.O. 3100.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act 1961 (43 of 1961), the Central Government hereby notifies Chief Minister's Relief Fund, Haryana for the purpose of said section for and from assessment year(s) 1967-68.

[No. 1371 (F. No. 197/14/76-IT(AI)]

का० आ० 3101.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'हरियाणा मुख्य मंत्री बाढ़ अनुतोष निधि' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1976 से 77 तक के लिए अधिसूचित करती है।

[सं० 1372 (फा० सं० 197/14/76-आ०क० (ए०I)]

S.O. 3101.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Haryana Chief Minister's Flood Relief Fund' for the purpose of said section for and from assessment year(s) 1976-77.

[No. 1372 (F. No. 197/14/76-IT (AI)]

का० आ० 3102.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य मंत्री रक्षा निधि हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1972 से 73 तक के लिए अधिसूचित करती है।

[सं० 1373 (फा० सं० 197/14/76-आ०क० (ए०I)]

S.O. 3102.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies Chief Minister's Defence Fund, Haryana for the purpose of said section for and from assessment year(s) 1972-73.

[No. 1373 (F. No. 197/14/76-IT(AI)]

का० आ० 3103.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'युद्धोपरान्त पुनर्निर्माण निधि हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1969 से 70 तक के लिए अधिसूचित करती है।

[सं० 1374 (फा० सं० 197/14/76-आ०क० (ए०I)]

S.O. 3103.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Post War Reconstruction Fund Haryana' for the

purpose of the said section for and from assessment year(s) 1969-70.

[No. 1374 (F. No. 197/14/76-IT(AI))]

का० आ० 3104.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जिला अनुतोष निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1375 (फा० सं० 197/14/76-आ०क० (ए०I))]

S.O. 3104.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies District Relief Funds, Haryana for the purpose of the said section for and from assessment year(s) 1967-68.

[No. 1375 (F. No. 197/14/76-IT(AI))]

का० आ० 3105.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'राष्ट्रीय कर्मकार' अनुतोष निधि, हरियाणा को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1968 से 69 तक के लिए अधिसूचित करती है।

[सं० 1376 (फा० सं० 197/14/76-आ०क० (ए०I))]

S.O. 3105.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'National Workers' Relief Fund, Haryana' for the purpose of said section for and from assessment year(s) 1968-69.

[No. 1376 (F. No. 197/14/76-IT(AI))]

का० आ० 3106.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, 'भूतपूर्व सैनिकों के लिए

पुनर्निर्माण और पुनर्वास विशेष निधि, हरियाणा' को उक्त धारा के प्रयोजन के लिए निर्धारण वर्ष 1967 से 68 तक के लिए अधिसूचित करती है।

[सं० 1377 (फा० सं० 197/14/76-आ०क० (ए०I))]

टी० पी० झुनझुनवाला, उप सचिव

S.O. 3106.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the 'Special Fund for Re-construction & Rehabilitation of ex-servicemen, Haryana' for the purpose of the said section for and from assessment year(s) 1967-68.

[No. 1377 (F. No. 197/14/76-IT(AI))]

T. P. JHUNJHUNWALA, Dy. Secy.

नई दिल्ली, 6 जुलाई, 1976

आय-कर

का० आ० 3107.—केन्द्रीय सरकार आय-कर अधिनियम, 1961 (1961 का 43) की उपधारा 10 की उपधारा (23ग) के खण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय साक्षरता भवन, लखनऊ को उक्त धारा के प्रयोजनार्थ निर्धारण वर्ष (वर्षों) 1972-73 के लिए और से अधिसूचित करती है।

[सं० 1385 (फा० सं० 197/47/76-II (ए०आई))]

के० आर० राघवन, निदेशक

New Delhi, the 6th July, 1976

INCOME-TAX

S.O. 3107.—In exercise of the powers conferred by clause (iv) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "India Literacy House, Lucknow" for the purpose of said section for and from assessment year 1972-73.

[No. 1385 (F. No. 197/14/76-IT(AI))]

K. R. RAGHAVAN, Director.